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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सक
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्य क्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किये गए सांविधिक आदेश और अधिसूचनाएँ

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities
(other than the Administrations of Union Territories)

वित्त मंत्रालय

(राजस्व और बैंकिंग विभाग)

नई दिल्ली, 7 फरवरी, 1977

संपदा-शुल्क

क्रा० आ० 694.—बिहार राज्य के विधानमंडल ने सविधान के अनुच्छेद 252 के खण्ड (1) के अधीन—

- (i) केन्द्रीय राजस्व बोर्ड अधिनियम, 1963 (1963 का 54) ;
- (ii) वित्त अधिनियम, 1964 (1964 का 5) ;
- (iii) कराधान विधि (बसूली की कार्यवाहियों का चालू रखा जाना और विधि-मान्यकरण) अधिनियम, 1964 (1964 का 11) ;
- (iv) प्रत्यक्ष कर (संशोधन) अधिनियम, 1964 (1964 का 31) ;
- (v) वित्त अधिनियम, 1965 (1965 का 10) ;
- (vi) वित्त सं० 2 अधिनियम, 1965 (1965 का 15) ;
- (vii) कराधान विधि (संशोधन और प्रकीर्ण उपबंध) अधिनियम, 1965 (1965 का 41) ; और
- (viii) वित्त अधिनियम, 1966 (1966 का 13) ;

द्वारा, संपदा शुल्क, 1953 (1953 का 34) में या उसकी बाबत किए गए संशोधनों को अर्द्धा तक उनका संबंध उक्त राज्य में समाविष्ट क्षेत्र में स्थित कृषि भूमि की बाबत संपदा शुल्क से है, अंगीकृत करने हुए संकल्प पारित किया है ;

अतः अब केन्द्रीय सरकार, संपदा शुल्क अधिनियम, 1953 (1953 का 34) की धारा 5क की उपधारा (2क) के खण्ड (ख) में अंतर्विष्ट उपबंधों के अनुसरण में बिहार राज्य को उसकी सीमाओं में स्थित कृषि भूमि की बाबत संपदा शुल्क के लिए विनिर्दिष्ट करती है जिसे उपरि-लिखित संशोधन ऐसी तारीखों से लागू होंगे और लागू हुए समझे जाएंगे, जिनको पूर्वोक्त अधिनियमों में क्रमशः प्रत्येक द्वारा किए गए संशोधन प्रभावी हुए हैं ।

[क्रा० सं० 296/7/76-स०शु०]

डी० बी० भट्टा, निदेशक

MINISTRY OF FINANCE
(Department of Revenue & Banking)
New Delhi, the 7th February, 1977

ESTATE DUTY

S.O. 694.—Whereas the Legislature of the State of Bihar has passed the resolution under clause (1) of article 252 of the Constitution, adopting the amendments made to, or in relation to, the Estate Duty Act, 1953 (34 of 1953)—

- (i) the Central Boards of Revenue Act, 1963 (54 of 1963);
- (ii) the Finance Act, 1964 (5 of 1964);
- (iii) the Taxation Laws Continuation of Validation of Recovery Proceedings) Act, 1964 (11 of 1964);
- (iv) the Direct Taxes (Amendment) Act, 1964 (31 of 1964);
- (v) the Finance Act, 1965 (10 of 1965),

- (vi) the Finance (No. 2) Act, 1965 (15 of 1965);
 (vii) the Taxation Laws (Amendment and Miscellaneous Provisions) Act, 1965 (41 of 1965); and
 (viii) the Finance Act, 1966 (13 of 1966);

in so far as they relate to estate duty in respect of agricultural lands situate in the territories comprised in the said State;

Now, therefore, in pursuance of the provisions contained in clause (b) of sub-section (2A) of section 5A of the Estate Duty Act, 1953 (34 of 1953), the Central Government hereby specifies the State of Bihar to which the above mentioned amendments shall apply, and shall be deemed to have applied, on and from the dates on which the amendments made by each of the Acts aforesaid respectively took effect, to estate duty in respect of agricultural lands situate in its territories.

[F. No. 296/7/76-ED]

D. B. AHUJA, Director

भारतीय रिजर्व बैंक

(विदेशी मुद्रा नियंत्रण विभाग)

केन्द्रीय कार्यालय, बम्बई

बम्बई, 28 जनवरी, 1977

का० आ० 695.—भारत सरकार के वित्त मंत्रालय की दिनांक 25 सितम्बर 1958 की अधिसूचना संख्या एफआई० (67)ईसी/57 के अनुसरण से भारतीय रिजर्व बैंक एतद्वारा यह निदेश देना है कि दिनांक 4 दिसम्बर 1958 की उनकी अधिसूचना सं० एफ ई आर ए० 168/58-आर बी की अनुसूची में निम्नलिखित और संशोधन किया जाए, अर्थात्—

उक्त अधिसूचना की अनुसूची में—

“फर्स्ट नेशनल सिटी बैंक” की प्रविष्टि को निकाल दिया जाए और चार्टर्ड बैंक को प्रविष्टि के बाद “सिटी बैंक एन० ए०” प्रविष्टि का सश्लेषण किया जाए।

[अधिसूचना सं० एफ ई आर ए० 41/77-आर बी]

जे० सी० लूथर, उप गवर्नर

RESERVE BANK OF INDIA (Exchange Control Department)

(Central Office, Bombay)

Bombay, the 28th January, 1977

S.O. 695.—In pursuance of the Notification of the Government of India Ministry of Finance No. (67)EC/57 dated the 25th September, 1958 the Reserve Bank of India hereby directs that the following further amendment shall be made in the schedule to its Notification No. FERA. 168/58-RB dated the 4th December, 1958, namely—

In the said schedule—

The entry “First National City Bank” shall be deleted, and the entry “Citibank N.A.” shall be inserted after the entry Chartered Bank.

[Notification No. FERA. 41/77-RB]

J. C. LUTHER, Dy. Governor

(व्यय विभाग)

नई दिल्ली, 17 फरवरी, 1977

का० आ० 696.—राष्ट्रपति, संविधान के अनुच्छेद 309 के परन्तुक तथा अनुच्छेद 146 की खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारतीय लेखा परीक्षा और लेखा विभाग में सेवा कर रहे व्यक्तियों के संबंध में नियंत्रक महालेखापरीक्षक से परामर्श करने के पश्चात् केन्द्रीय सिविल सेवा (पेंशन) नियम 1972 में और संशोधन करने के लिए एतद्वारा निम्नलिखित नियम बनाने हैं, अर्थात्—

1. (1) इन नियमों का नाम केन्द्रीय सिविल सेवा (पेंशन) संशोधन नियम, 1977 है।

(2) ये 31 दिसम्बर, 1972 से प्रवृत्त हुए समझे जाएंगे।

2. केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 के नियम 54 के उप-नियम (11) में,—

(i) खंड (क) में “तीन सौ रुपये” शब्दों के स्थान पर जिन दो स्थानों पर ये आये हैं, “पांच सौ रुपये” शब्द रखे जाएंगे;

(ii) खंड (क) में “एक सौ पचास रुपये” शब्दों के स्थान पर “दो सौ पचास रुपये” शब्द रखे जाएंगे।

व्याख्यात्मक ज्ञापन

वित्त मंत्रालय व्यय विभाग अधिसूचना संख्या 19(2)-संस्था-V(क)/76 दिनांक 23 अगस्त, 1976 के अन्तर्गत अधिसूचित केन्द्रीय सिविल सेवा (पेंशन) (10वां संशोधन) नियम, 1976 के परिणाम-स्वरूप केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 के नियम 54 के उप-नियम (11) को संशोधित किया जा रहा है। उपर्युक्त अधिसूचना को 31 दिसम्बर, 1972 से प्रभावी किया गया है और इसके परिणाम-स्वरूप वर्तमान अधिसूचना उपर्युक्त तारीख से प्रभाव की जा रही है। इन नियमों को उस तारीख से प्रभाव देने के लिए जाने से किसी भी सरकारी कर्मचारी पर प्रतिकूल प्रभाव पड़ने की संभावना नहीं है।

[संख्या का० 19(45)-संस्था-V(क)/76]

(Department of Expenditure)

New Delhi, the 17th February, 1977

S.O. 696.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor General of India in respect of persons employed in the Indian Audit and Accounts Department hereby makes the following rules further to amend the Central Civil Services (Pension) Rules, 1972, namely :—

1. (1) These rules may be called the Central Civil Services (Pension) Amendment Rules, 1977.

(2) They shall be deemed to have come into force on the 31st December, 1972.

2. In sub-rule (11) of rule 54 of the Central Civil Service (Pension) Rules, 1972,—

(i) in clause (a), for the words “three hundred rupees”, in the two places where they occur, the words “five hundred rupees” shall be substituted;

(ii) in clause (b), for the words “one hundred and fifty rupees”, the words “two hundred and fifty rupees” shall be substituted.

EXPLANATORY MEMORANDUM

Sub-rule (11) of rule 54 of the Central Civil Services (Pension) Rules, 1972 is being amended in consequence of the Central Civil Services (Pension) (Tenth Amendment) Rules, 1976 notified under Ministry of Finance, Department of Expenditure Notification No. F. 19(2)-EV(A)/76 dated the 23rd August, 1976. The aforesaid Notification has been given effect from the 31st December, 1972 and consequently the present Notification is also being made effective from the date aforesaid. No Government servant is likely to be adversely affected by the rules being given retrospective effect from that date.

[No. F. 19(45)-EV(A)/76]

नई दिल्ली, 19 फरवरी, 1977

का० आ० 697.—संविधान के अनुच्छेद 309 के परन्तुक तथा अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति, भारतीय नौका परीक्षा और लेखा अनुभाग में सेवारत व्यक्तियों के संबंध में नियंत्रक-महालेखा परीक्षक से परामर्श करने के पश्चात्, साधारण भविष्य निधि (केन्द्रीय सेवाएं) नियम 1960 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) इन नियमों का नाम साधारण भविष्य निधि (केन्द्रीय सेवाएं) संशोधन नियम, 1977 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. साधारण भविष्य निधि (केन्द्रीय सेवाएं) नियम, 1960 (जिसे इसमें इसके पश्चात् उक्त नियम कहा गया है) में, नियम 12 के उप-नियम (1) में, मद (क) के पश्चात् निम्नलिखित जोड़ा जाएगा, अर्थात्:—

“(च) प्लाट का या अपने निवास के लिए, मकान अथवा फ्लैट के निर्माण का खर्च वहन करने के लिए या दिल्ली विकास प्राधिकरण अथवा किसी राज्य आवासन बोर्ड या मकान निर्माण सहायक समिति द्वारा प्लाट या फ्लैट के आबटन मध्ये सहाय करने के लिए,”

3 उक्त नियमों के नियम 15 में उप-नियम (1) के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

“(1) नियम 12 के उप-नियम (2) के अधीन विशेष कारणों से अग्रिम धन की मंजूरी देने के लिए सक्षम प्राधिकारी, निम्नलिखित में से किसी भी समय, ऐसी शर्तों पर जो विनिर्दिष्ट की जाएंगी, या निकालने की मंजूरी दे सकते हैं”—

(क) अभिदायकर्ता की सेवा के बीस वर्ष पूरे हो जाने के पश्चात् (जिसके अंतर्गत सेवा की विछिन्न अवधिया, यदि कोई हों, भी आती है) या उसकी अधिर्वाप्ति पर सेवा निवृत्ति की तारीख से पूर्व दस वर्ष के भीतर, दोनों में से जो भी पूर्वोक्त हो, निधि में उसके खाने में जमा रकम में से निम्नलिखित प्रयोजनों में से किसी एक या अधिक के लिए, अर्थात्:—

(क) अभिदायकर्ता अथवा अभिदायकर्ता की किसी सतान के, निम्नलिखित दशाओं में, उच्चतर शिक्षा के व्यय को वहन करने के लिए, जिसमें जहाँ आवश्यक हो, यात्रा व्यय भी आता है, अर्थात्:—

(i) भारत के बाहर शैक्षिक, तकनीकी, व्यवसायिक या वृत्ति संबंधी, हाई स्कूल के प्रक्रम से आगे के पाठ्यक्रम की शिक्षा के लिए, और

(ii) किसी चिकित्सीय, इंजीनियरी या अन्य तकनीकी या विशेष योग्यतासंबंधी, हाई स्कूल के प्रक्रम से आगे के भारत के बाहर पाठ्यक्रम के लिए;

(ख) अभिदायकर्ता या उसके पुत्रों या पुत्रियों या उस पर वस्तुतः आश्रित किसी अन्य महिला संबंधी के आगदान विवाह के संबंध में व्यय का वहन करने के लिए;

(ग) अभिदायकर्ता तथा उसके कुटुम्ब के किसी सदस्य या उस पर वस्तुतः आश्रित किसी व्यक्ति की बीमारी के संबंध में व्यय का वहन करने के लिए, जिसमें, जहाँ आवश्यक हो, यात्रा व्यय भी आता है;

(घ) अभिदायकर्ता की सेवा के पंद्रह वर्ष पूरे हो जाने के पश्चात्, जिसमें सेवा की विछिन्न अवधिया, यदि कोई हों, भी हैं, या उसकी अधिर्वाप्ति पर सेवा निवृत्ति की तारीख के पूर्व

दस वर्ष के भीतर, दोनों में से जो भी पूर्वोक्त हो, निधि में उसके नाम जमा राशि में से निम्नलिखित प्रयोजनों में से किसी एक या अधिक के लिए, अर्थात्:—

(क) उसके निवास स्थान के लिए भवन निर्माण के लिए या उपयुक्त मकान अथवा तैयार फ्लैट लेने के लिए, जिसमें स्थान की कीमत भी आती है;

(ख) उसके निवास स्थान के भवन निर्माण के लिए या उपयुक्त मकान या तैयार फ्लैट लेने के लिए विनिर्दिष्ट: लिए गए उधार मध्ये बकाया रकम को वापस करने के लिए;

(ग) उसके निवास के लिए मकान निर्माण करने के लिए स्थान क्रय करने के लिए अथवा इस प्रयोजन के लिए विनिर्दिष्ट: लिए गए उधार मध्ये बकाया किसी रकम को वापस करने के लिए;

(घ) अभिदायकर्ता के पहले से ही स्वामित्वाधीन या उसके द्वारा पहले से ही किए गए मकान के पुनर्निर्माण के लिए अथवा उसमें वृद्धि या परिवर्तन करने के लिए;

(ङ) कर्त्तव्य स्थान से भिन्न किसी स्थान पर अभिदायकर्ता के पत्रिक मकान में सुधार करने के लिए या उसमें वृद्धि या परिवर्तन करने के लिए अथवा उसे सही दशा में रखने के लिए अथवा कर्त्तव्य के स्थान से भिन्न किसी स्थान पर सरकार से उधार लेकर मकान का निर्माण करने के लिए

(च) खण्ड (ग) के अधीन क्रय किए गए स्थान पर मकान का निर्माण करने के लिए;

(ग) अभिदायकर्ता की सेवा निवृत्ति की तारीख के पूर्व छह मास के भीतर निधि में उसके नाम से जमा रकम में से फार्म के लिए भूमि या कारोबार के लिए भवन बनाने के लिए भूमि अथवा दोनों का अर्जन करने के प्रयोजन के लिए।

टिप्पण 1.—वह अभिदायकर्ता जिसने निर्माण और आवास मंत्रालय के भवन निर्माण के प्रयोजनों के लिए अग्रिम धन की मंजूरी के लिए किसी स्कीम के अंतर्गत कोई अग्रिम धन लिया है, अथवा जिसे किसी अन्य सरकारों स्त्रांन से इस बाबत कोई सहायता अनुज्ञात की गई है, खण्ड (ख) के उप-खण्ड (क), (ग), (घ) और (च) के अधीन उनमें विनिर्दिष्ट प्रयोजनों के लिए, तथा उपरोक्त स्कीम के अधीन लिए गए किसी उधार को वापस करने के प्रयोजन के लिए, नियम 16 के उप-नियम (1) के परन्तुक में विनिर्दिष्ट सीमा के अधीन रहते हुए, अंतिम रूप से निकासी की मंजूरी का पात्र होगा।

यदि अभिदायकर्ता का कोई पत्रिक मकान है अथवा उसने अपने कर्त्तव्य के स्थान से भिन्न किसी स्थान पर कोई मकान सरकार से लिए गए उधार की सहायता से बनाया है तो वह अपने कर्त्तव्य के स्थान पर अन्य मकान के लिए स्थान क्रय करने के लिए या अन्य मकान के निर्माण के लिए या अतिरिक्त फ्लैट लेने के लिए, खण्ड (ख) के उप-खण्ड (क), (ग) और (च) के अधीन अंतिम निकासी की मंजूरी का पात्र होगा।

टिप्पण 2.—खण्ड (ख) के उप-खण्ड (क), (घ), (ङ) या (च) के अधीन निकासी की मंजूरी केवल तब प्रदान की जाएगी जब अभिदायकर्ता बताए जाने वाले मकान का नक्शा या की जाने वाली वृद्धि अथवा परिवर्तन का नक्शा, उस क्षेत्र के जहाँ स्थान या मकान स्थित है, स्थानीय नगरपालिका निकाय के सम्यक् अनुमोदन सहित तथा केवल उन दशाओं में जहाँ निकासी का वास्तव में अनुमोदन कराना पड़ता हो, प्रस्तुत कर देता है।

टिप्पण 3.—खण्ड (ख) के उप-खण्ड (ख) के अधीन मंजूर की गई निकासी की रकम आवेदन की तारीख को अतिशेष के 3/4, उप-खण्ड

(क) के अधीन पूर्व निकासियों की रकम को जोड़ कर और पूर्व निकासियों की रकम को घटाकर, से अधिक नहीं होगी। यह फार्मूला इस प्रकार से है: (उस तारीख को विश्वमान अनिवार्य संबंधित मकान के लिए पूर्व निकासी, निकासियों की रकम का 3/4—पूर्व निकासी, निकासियों की रकम)।

टिप्पण 4:—खण्ड (ख) के उप-खण्ड (क) और (घ) के अधीन निकासियों की उस दशा में अनुज्ञात की जाएगी जहाँ मकान के लिए, स्थान या मकान पत्नी या पति के नाम में है, परन्तु यह तब जब पत्नी या पति अभिदायकर्ता द्वारा किए गए नाम-निर्देशन में भविष्य निधि के धन को प्राप्त करने के लिए प्रथम नामनिर्देशिनी हों।

टिप्पण 5:—इस नियम के अधीन एक प्रयोजन के लिए केवल एक निकासी अनुज्ञात की जाएगी। किन्तु विभिन्न संतानों के विवाह या शिक्षा के लिए या विभिन्न समयों पर बीमारियों के लिए या उस क्षेत्र की स्थानीय नगरपालिका निकाय द्वारा, जहाँ मकान या प्लेट स्थित है, सम्यक् रूप से अनुमोचित नई निकासी के अनुसार मकान या प्लेट में और खुड़ या परिवर्तन करने के प्रयोजन को एक ही प्रयोजन नहीं माना जाएगा। खण्ड (ख) के उप-खण्ड (क) या (घ) के अधीन दूसरी या पञ्चान्वती निकासी उसी मकान को पूरा करने के लिए, टिप्पण 3 के अधीन अधिकृत सीमा तक अनुज्ञात की जाएगी।

टिप्पण 6:—इस नियम के अधीन कोई निकासी मंजूर नहीं की जाएगी यदि उसी प्रयोजन के लिए और उसी समय कोई अग्रिम धन नियम 12 के अधीन मंजूर किया जा रहा हो।

4. उक्त नियमों में, नियम 16 में,—

(क) उप-नियम (1) में,—

(i) टिप्पण 1 में, “खण्ड (क)” शब्दों, कोष्ठकों और अक्षरों के स्थान पर “खण्ड क के उप-खण्ड (क)” शब्द, कोष्ठक और अक्षर रखे जाएंगे;

(ii) टिप्पण 2 के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्—

“टिप्पण 2: ऐसी दशा में जहाँ अभिदायकर्ता को वित्तीय विकास प्राधिकरण या किसी राज्य या आवासन बोर्ड या आवास निर्माण सहकारी सोसाइटी के माध्यम से ऋण किए गए किसी स्थान या मकान या प्लेट के लिए या मकान या प्लेट के निर्माण के लिए कर्जों का मंदाय करना हो वहाँ उसे जब-जब किसी कर्ज का मंदाय करता हो तब-तब निकासी की अनुज्ञा दी जाएगी। ऐसा प्रत्येक मंदाय नियम 16 के उप-नियम (1) के प्रयोजनों के लिए पुनः प्रयोजन के लिए मंदाय माना जाएगा।”

(ख) उप-नियम (3) में, खण्ड (क) में, “नियम 15 के उप-नियम (1) के खण्ड (घ), खण्ड (ङ) और खण्ड (च)” शब्दों, कोष्ठकों, अक्षरों और अंकों के स्थान पर “नियम 15 के उप-नियम (1) के खण्ड (ख) के उप-खण्ड (क) और (ख) और (ग)” शब्द, कोष्ठक और अंक रखे जाएंगे।

5. उक्त नियमों के नियम 16-क में “खण्ड (क), (ख) और (ग)” शब्द, कोष्ठक और अंकों के स्थान पर “खण्ड (क) के उप-खण्ड (क), (ख) और (ग)” शब्द, कोष्ठक और अक्षर रखे जाएंगे।

[सं० एक० 10 (8)-ईबी (बी)/76-जी० पी० एक०]

New Delhi, the 19th February, 1977

S.O. 697.—In exercise of the powers conferred by the proviso to article 309 and clause (5) of article 148 of the Constitution, the President after consultation with the compt-

roller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the General Provident Fund (Central Services) Rules, 1960, namely :—

1. (1) These rules may be called the General Provident Fund (Central Services) amendment Rules, 1977.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the General Provident Fund (Central Services) Rules, 1960 (hereinafter referred to as the said Rules) in rule 12, in sub-rule (1), after item (c), the following shall be inserted namely :—

“(f) to meet the cost of plot or construction of a house or flat for his residence or to make any payment towards the allotment of plot or flat by the Delhi Development Authority or a State Housing Board or a House Building Cooperative Society”.

3. In the said Rules, in rule 15, for sub-rule (1), the following shall be substituted, namely :—

“(1) Subject to the conditions specified therein, withdrawals may be sanctioned by the authorities competent to sanction an advance for special reasons under sub-rule (2) of rule 12, at any time—

(A) after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund, or one or more of the following purposes, namely :—

(a) meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases, namely :—

(i) for education outside India for academic technical, professional or vocational course beyond the High School stage; and

(ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage;

(b) meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;

(c) meeting the expenses in connection with the illness, including where necessary, the travelling expenses, of the subscriber and members of his family or any person actually dependent on him;

(B) after the completion of fifteen years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely :—

(a) building or acquiring a suitable house or ready-built flat for his residence including the cost of the site;

(b) repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready-built flat for his residence;

(c) purchasing a house-site for building a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;

(d) reconstructing or making additions or alterations to a house or a flat already owned or acquired by a subscriber;

(c) renovating, additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;

(f) constructing a house on a site purchased under clause (c);

(C) within six months before the date of the subscriber's retirement from the amount standing to his credit in the Fund for the purpose of acquiring a farm land or business premises or both.

Note 1:—A subscriber who has availed himself of an advance under the Scheme of the Ministry of Works and Housing for the grant of advance for house-building purpose, or has been allowed any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under sub-clauses (a), (c), (d) and (f) of clause (B) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid Scheme subject to the limit specified in the proviso to sub-rule (1) of rule 16.

If a subscriber has an ancestral house or built a house at a place other than the place of his duty with the assistance of loan taken from the Government he shall be eligible for the grant of a final withdrawal under sub-clause (a), (c) and (f) of Clause (B) for purchase of a house site or for construction of another house or for acquiring a ready-built flat at the place of his duty.

Note 2:—Withdrawal under sub-clauses (a), (d), (e) or (f) of clause (B) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made, duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan is actually got to be approved.

Note 3:—The amount of withdrawal sanctioned under sub-clause (b) of clause (B) shall not exceed 3/4th of the balance on date of application together with the amount of previous withdrawal under sub-clause (a) reduced by the amount of previous withdrawal. The formula to be followed is 3/4th of (the balance as on date plus amount of previous withdrawal (s) for the house in question) minus the amount of the previous withdrawal (s).

Note 4:—Withdrawal under sub-clauses (a) or (d) of clause (B) shall also be allowed where the house site or house is in the name of wife or husband provided she or he is the first nominee to receive Provident Fund money in the nomination made by the subscriber.

Note 5:—Only one withdrawal shall be allowed for the same purpose under this rule. But marriage or education of different children or illness on different occasions or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body of the area where the house or flat is situated shall not be treated as the same purpose. Second or subsequent withdrawal under sub-clauses (a) or (f) of clause (B) for completion of the same house shall be allowed upto the limit laid down under Note—3.

Note 6:—A withdrawal under this rule shall not be sanctioned if an advance under rule 12 is being sanctioned for the same purpose and at the same time."

4. In the said Rules, in rule 16,—

(a) in sub-rule (1)—

(i) in Note—1, for the words, brackets and letters "clause (a)", the words, brackets and letters "sub-clause (a) of clause (A)" shall be substituted;

(ii) for Note—2, the following shall be substituted, namely —

"Note 2: In cases where a subscriber has to pay in instalments for a site or a house or flat purchased, or a house or flat constructed through the Delhi Development Authority or a State Housing Boards or a House Building Cooperative society, he shall be permitted to make a withdrawal as and when he is called upon to make a payment in any instalment. Every such payment shall be treated as a payment for a separate purpose for the purposes of sub-rule (1) of Rule 16."

(b) in sub-rule (3), in clause (a), for the words, brackets, letters and figures "clause (d), clause (e) or clause (f) of sub-rule (i) of rule 15", the words brackets, letters and figures "sub-clause (a), sub-clause (b) or sub-clause (c) of clause (B) of sub-rule (1) of rule 15" shall be substituted.

5. In rule 16-A of the said Rules, for the words, brackets and letters "clauses (a), (b) and (c)" the words, brackets and letters "sub-clauses (a), (b) and (c) of clause (A)" shall be substituted.

[No. F. 10(8)-EV(B)/76-GPF]

का० आ० 698.—संविधान के अनुच्छेद 309 के परन्तुक तथा अनुच्छेद 148 के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, राष्ट्रपति, भारत सरकार परीक्षा और लेखा विभाग में सेवारत व्यक्तियों के संबंध में नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात् अंशदायी भविष्य निधि नियम (भारत), 1962 में और संशोधन करने के लिए निम्नलिखित नियम बनाने हैं, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम अंशदायी भविष्य निधि (भारत) संशोधन नियम, 1977 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. अंशदायी भविष्य निधि नियम (भारत), 1962 (जिसे इसमें इसके पश्चात् उक्त नियम कहा गया है) में, नियम 13 के उप-नियम (1) में, मद (ङ) के पश्चात् निम्नलिखित जोड़ा जाएगा, अर्थात्:—

“(क) प्लाट का या अपने निवास के लिए मकान अथवा फ्लैट के निर्माण का खर्च वहन करने के लिए या दिल्ली विकास प्राधिकरण अथवा किसी राज्य आयामन बोर्ड या मकान निर्माण सहायकी सोसायटी द्वारा प्लाट या फ्लैट के आर्बटन मध्ये संवाय करने के लिए”

3. उक्त नियमों के नियम 16 में उप-नियम (1) के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

“(1) नियम 13 के उप-नियम (2) के अधीन विशेष कारणों से अग्रिम धन की मंजूरी देने के लिए मक्षम प्राधिकारी, निम्नलिखित में से किसी भी समय, ऐसी शर्तों पर जो विनिर्दिष्ट की जाएंगी, धन निकालने की मंजूरी दे सकता है:—

(क) अभिदायकर्ता की सेवा के शीम वर्ष पूरे हो जाने के पश्चात् (जिसके अन्तर्गत सेवा के विच्छिन्न अवधि, यदि कोई हो, भी आती है) या उसकी अधिवर्षिता पर सेवा निवृत्ति की तारीख से पूर्व दस वर्ष के भीतर, दोनों में से जो भी पूर्वोक्त हो, निधि में उसके खाते में जमा रकम में से निम्नलिखित प्रयोजनों में से किसी एक या अधिक के लिए, अर्थात्:—

(क) अभिदायकर्ता अथवा अभिदायकर्ता की किसी सन्तान के निम्नलिखित दशाओं में, उच्चतर शिक्षा के व्यय को वहन करने के लिए, जिसमें जहा आवश्यक हो, यात्रा व्यय भी आता है, अर्थात्:—

(1) भारत के बाहर शैक्षिक, तकनीकी, व्यावसायिक या वृत्ति संबंधी, हाई स्कूल के प्रक्रम में आगे के पाठ्यक्रम की शिक्षा के लिए, और

(2) किसी चिकित्सीय, इंजीनियरी या अन्य तकनीकी या विशेष योग्यता संबंधी, हाईस्कूल के प्रक्रम में आगे के भारत के बाहर पाठ्यक्रम के लिए;

(ख) अभिदायकर्ता या उसके पुत्रों या पुत्रियों या उस पर वस्तुतः आश्रित किसी अन्य महिला संबंधी के वागदान/विवाह के संबंध में व्यय में का वहन करने के लिए;

(ग) अभिदायकर्ता तथा उसके कुटुम्ब के किसी सदस्य या उस पर वस्तुतः आश्रित किसी व्यक्ति की बीमारी के संबंध में व्यय का वहन करने के लिए; जिसमें, जहां आवश्यक हो, यात्रा व्यय भी आता है;

(ख) अभिदायकर्ता की सेवा के पंद्रह वर्ष पूरे हो जाने के पश्चात् जिसमें सेवा की विच्छिन्न अवधियां, यदि कोई हों, भी हैं, या उसकी अधिवर्षिता पर सेवा निवृत्ति की तारीख के पूर्व दस वर्ष के भीतर, दोनों में से जो भी पूर्वोक्त हो, निधि में उसके नाम जमा राशि में से निम्नलिखित प्रयोजनों में से किसी एक या अधिक के लिए, अर्थात्:—

(क) उसके निवास स्थान के लिए भवन निर्माण के लिए या उपयुक्त मकान अथवा तैयार प्लेट लेने के लिए, जिसमें स्थान की कीमत भी आती है;

(ख) उसके निवास स्थान के भवन निर्माण के लिए या उपयुक्त मकान या तैयार प्लेट लेने के लिए विनिर्दिष्टतः लिए गए उधार मद्धे बकाया रकम को वापस करने के लिए;

(ग) उसके निवास के लिए मकान निर्माण करने के लिए, स्थान क्रय करने के लिए अथवा इस प्रयोजन के लिए विनिर्दिष्टतः लिए गए उधार मद्धे बकाया किसी रकम को वापस करने के लिए;

(घ) अभिदायकर्ता के पहले से ही स्वामित्वाधीन या उसके द्वारा पट्टे से ही लिए गए मकान के पुनर्निर्माण के लिए अथवा उसमें सुद्धि या परिवर्तन करने के लिए;

(ङ) कर्तव्य स्थान से भिन्न किसी स्थान पर अभिदायकर्ता के वैयक्तिक मकान में सुधार करने के लिए या उगमें बुद्धि या परिवर्तन करने के लिए अथवा उसे सही दशा में रखने के लिए अथवा कर्तव्य के स्थान से भिन्न किसी स्थान पर सरकार से उधार लेकर मकान का निर्माण करने के लिए;

(च) खण्ड (ग) के अधीन कय किए गए स्थान पर मकान का निर्माण करने के लिए;

(ग) अभिदायकर्ता की सेवा निवृत्ति की तारीख के पूर्व छह मास के भीतर निधि में उसके नाम में जमा रकम में से फार्म के लिए भूमि या कारोबार के लिए भवन बनाने के लिए भूमि अथवा दोनों का अर्जन करने के प्रयोजन के लिए।

टिप्पण 1:—यह अभिदायकर्ता जिसने निर्माण और आवास मंत्रालय के भवन निर्माण के प्रयोजनों के लिए अग्रिम धन की मंजूरी के लिए किसी स्कीम के अन्तर्गत कोई अग्रिम धन लिया है, अथवा जिसे किसी अन्य सरकारी खेत से इस वाक्य कोई सहायता अनुज्ञान की गई है, खण्ड (ख) के उप-खण्ड (क), (ग), (घ) और (च) के अधीन, उनमें विनिर्दिष्ट प्रयोजनों के लिए, तथा उपरोक्त स्कीम के अधीन किए गए किसी उधार का वापस करने के प्रयोजन के लिए, नियम 17 के उप-नियम (1) के परन्तुक में विनिर्दिष्ट सीमा के अधीन रहते हुए, प्रतिम रूप से निकासी की मंजूरी का पात्र होगा।

यदि अभिदायकर्ता का कोई वैयक्तिक मकान है अथवा उसने अपने कर्तव्य के स्थान से भिन्न किसी स्थान पर कोई मकान सरकार से लिए गए उधार की सहायता से बनाया है तो वह अपने कर्तव्य के स्थान पर अन्य मकान के लिए स्थान क्रय करने के लिए या अन्य मकान के निर्माण के लिए या अतिरिक्त प्लेट लेने के लिए, खण्ड (ख) के उप-खण्ड (क), (ग) और (घ) के अधीन प्रतिम निकासी की मंजूरी का पात्र होगा।

टिप्पण 2:—खण्ड (ख) के उप-खण्ड (क), (घ), (ङ) या (च) के अधीन निकासी की मंजूरी केवल तब प्रदान की जाएगी जब अभिदायकर्ता बनाए जाने वाले मकान का नक्शा या की जाने वाली बुद्धियों अथवा परिवर्तनों का नक्शा, उस क्षेत्र के जहाँ स्थान या मकान स्थित हैं, स्थानीय नगरपालिका निकाय के सम्यक अनुमोदन सहित तथा केवल उन दशाओं में जहाँ निकासी का वास्तव में अनुमोदन कराना पड़ना हो, प्रस्तुत कर देता है।

टिप्पण 3:—खण्ड (ख) के उप-खण्ड (ख) के अधीन मंजूर की गई निकासी की रकम, आवेदन की तारीख का अनिवार्य रूप से 3/4, उप-खण्ड (क) के अधीन पूर्व निकासियों की रकम को जोड़ कर और पूर्व निकासियों की रकम को घटाकर, से अधिक नहीं होगी। यह फार्मूला इस प्रकार से है: (उस तारीख को विद्यमान अनिवार्य-संबंधित मकान के लिए पूर्व निकासी, निकासियों की रकम का 3/4—पूर्व निकासी, निकासियों की रकम)।

टिप्पण 4:—खण्ड (ख) के उप-खण्ड (क) और (घ) के अधीन निकासियों की उग दशा में अनुज्ञान की जाएगी जहाँ मकान के लिए स्थान या मकान पत्नी या पति के नाम में है, परन्तु यह तब जब पत्नी या पति अभिदायकर्ता द्वारा किए गए नाम-निर्देशन में भविष्य निधि के धन को प्राप्त करने के लिए प्रथम नामनिर्देशिनी हो।

टिप्पण 5:—इस नियम के अधीन एक प्रयोजन के लिए केवल एक निकासी अनुज्ञान की जाएगी। किन्तु विभिन्न संतानों के विवाह या शिक्षा के लिए या विभिन्न समयों पर बीमारियों के लिए या उस क्षेत्र की स्थानीय नगरपालिका निकाय द्वारा, जहाँ मकान या प्लेट स्थित है, सम्यक् रूप से अनुमोदित गई निकासी के अनुसार मकान या प्लेट में और बुद्धि या परिवर्तन करने के प्रयोजन को एक ही प्रयोजन नहीं माना जाएगा। खण्ड (ख) के उप-खण्ड (क) या (घ) के अधीन दूसरी या पश्चात्सूचि

निकासी उसी मकान को पूरा करने के लिए टिप्पण 3 के अधीन परि-
कथित सोमा तक अनुदान की जाएगी।

टिप्पण 6:—इस नियम के अधीन कोई निकासी मंजूर नहीं की जाएगी
यदि उसी प्रयोजन के लिए और उसी समय कोई अधिम धन नियम 13
के अधीन मंजूर किया जा रहा हो।”

4. उक्त नियमों में, नियम 17 में,—

(क) उप-नियम (1) में,—

(1) टिप्पण 1 में, “खण्ड (क)” शब्दों, कोष्ठकों और अक्षरों
के स्थान पर “खण्ड क के उप-खण्ड (क)” शब्द,
कोष्ठक और अक्षर रखे जाएंगे;

(2) टिप्पण 2 के स्थान पर निम्नलिखित रखा जाएगा,
अर्थात्:—

“टिप्पण 2: ऐसी दशा में जहां अभिदायकर्ता का
वित्तीय विकास प्राधिकरण या किसी राज्य या आवागमन
बोर्ड या आवागमन निर्माण मंत्राली मोसाइटी के माध्यम
से प्रयत्न किए गए किसी स्थान या मकान या प्लेट
के लिए या मकान या प्लेट के निर्माण के लिए किसी
का संदाय करना हो वहां उसे जब जब किसी किसी
का संदाय करना हो तब तब निकासी की अनुज्ञा कर दी
जाएगी। ऐसा प्रत्येक संदाय नियम 17 के उप-नियम
(1) के प्रयोजनों के लिए पृथक् प्रयोजन के लिए संदाय
माना जाएगा।”

(ख) उप-नियम (3) में, खण्ड (क) में, “नियम 15 के उप-
नियम (1) के खण्ड (घ), खण्ड (ङ) और खण्ड (च)”
शब्दों, कोष्ठकों, अक्षरों और अंकों के स्थान पर “नियम 15
के उप-नियम (1) के खण्ड (ख) के उप-खण्ड (क) और
(ख) और (ग)” शब्द कोष्ठक और अंक रखे जाएंगे।

5. उक्त नियमों के नियम 18 घ में “खण्ड (क), (ख) और (ग)”
शब्द, कोष्ठक और अंकों के स्थान पर “खण्ड (क) के उप-खण्ड (क)
(ख) और (ग)” शब्द, कोष्ठक और अक्षर रखे जाएंगे।

[सं. एक. 10(8)-ई वी (बी)/76-मो.पी.एफ.०]

एम.एम.ए. मन्त्रालय, अवर सचिव

S.O. 698.—In exercise of the powers conferred by the
Proviso to article 309 and clause (5) of article 148 of the
Constitution, the President after consultation with the Com-
ptroller and Auditor-General in relation to persons serving in
the Indian Audit and Accounts Department, hereby makes
the following rules further to amend the Contributory Pro-
vident Fund Rules (India), 1962, namely:—

1. (1) These rules may be called the Contributory Pro-
vident Fund (India) Amendment Rules, 1977.

(2) They shall come into force on the date of their publi-
cation in the Official Gazette.

2. In the Contributory Provident Fund Rules (India), 1962
(hereinafter referred to as the said Rules), in rule 13, in sub-
rule (1), after item (c), the following shall be inserted
namely:—

(f) to meet the cost of plot or construction of a house
or flat for his resident or to make any payment to-
wards the allotment of plot or flat by the Delhi
Development Authority or a State Housing Board
of a House Building Cooperative Society”.

3. In the said Rules, in rule 16, for sub-rule (1), the follow-
ing shall be substituted, namely:—

“(1) Subject to the conditions specified therein with-
drawals may be sanctioned by the authorities com-

petent to sanction an advance for special reasons
under sub-rule (2) of rule 13, at any time —

(A) after the completion of twenty years of service (includ-
ing broken periods of service, if any) of a subscriber or within
ten years before the date of his retirement on superannuation,
whichever is earlier, from the amount of subscriptions and
interest thereon standing to the credit of the subscriber in the
Fund, for one or more of the following purposes, namely—

(a) meeting the cost of higher education, including where
necessary, the travelling expenses of the subscriber or
any child of the subscriber in the following cases,
namely —

(i) for education outside India for academic technical,
professional or vocational course beyond the High
School stage, and

(ii) for any medical engineering or other technical
or specialised course in India beyond the High
School stage;

(b) meeting the expenditure in connection with the bat-
terial/marriage of the subscriber or his sons or
daughters, and any other female relation actually
dependent on him;

(c) meeting the expenses in connection with the illness,
including where necessary, the travelling expenses,
of the subscriber and members of his family or any
person actually dependent on him;

(B) after the completion of fifteen years of service (includ-
ing broken periods of service, if any) of a subscriber or with-
in ten years before the date of his retirement on superannua-
tion, whichever is earlier, from the amount standing to his
credit in the Fund for one or more of the following purposes,
namely:—

(a) building or acquiring a suitable house or ready-built
flat for his residence including the cost of the site;

(b) repaying an outstanding amount on account of loan
expressly taken for building or acquiring a suitable
house or ready-built flat for his residence;

(c) purchasing a house-site for building a house thereon
for his residence or repaying any outstanding amount
on account of loan expressly taken for this pur-
pose;

(b) reconstructing or making additions or alterations to
a house or a flat already owned or acquired by a
subscriber;

(e) renovating, additions or alteration or upkeem of an
ancestral house at a place other than the place of
duty or to a house built with the assistance of loan
from Government at a place other than the place
of duty;

(f) constructing a house on a site purchased under clause
(c);

(C) within six months before the date of the subscriber's
retirement from the amount standing to his credit in the Fund
for the purpose of acquiring a farm land or business premises
of both.

Note 1:—A subscriber who has availed himself of an
advance under the Scheme of the Ministry of Works and
Housing for the grant of advance for house-building purpose,
or has been allowed any assistance in this regard from any
other Government source, shall be eligible for the grant of
final withdrawal under sub-clauses (a) (c), (d) and (f) of
clause (B) for the purposes specified therein and also for the
purpose of repayment of any loan taken under the aforesaid
Scheme subject to the limit specified in the proviso to sub-
rule (1) of rule 17.

If a subscriber has an ancestral house or built a house at
place other than the place of his duty with the assistance of
loan taken from the Government he shall be eligible for the
grant of a final withdrawal under sub-clauses (a), (c) and (f) of
clause (B) for purchase of a house site or for construction of
another house or for acquiring a ready-built flat at the place
of his duty.

Note 2:—Withdrawal under sub-clause (a) (d) (e) or (f) of clause (B) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made, duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan is actually got to be approved.

Note 3:—The amount of withdrawal sanctioned under sub-clause (b) of clause (B) shall not exceed 3/4th of the balance on date of application together with the amount of previous withdrawal under sub-clause (a), reduced by the amount of previous withdrawal. The formula to be followed is : 3/4th of (the balance as on date plus amount of previous withdrawal (s) for the house in question) minus the amount of the previous withdrawal (s).

Note 4:—Withdrawal under sub-clause (a) or (d) of clause (B) shall also be allowed where the house site or house is in the name of wife or husband provided she or he is the first nominee to receive Provident Fund money in the nomination made by the subscriber.

Note 5:—Only one withdrawal shall be allowed for the same purpose under this rule. But marriage or education of different children or illness on difference occasions or a further addition or alteration to a house or flat covered by a fresh plan duly approved by the local municipal body of the area where the house or flat is situated shall not be treated as the same purpose. Second or subsequent withdrawal under sub-clauses (a) or (f) of clause (B) for completion of the same house shall be allowed up to the limit laid down under note 3.

Note 6:—A withdrawal under this rule shall not be sanctioned if an advance under rule 13, is being sanctioned for the same purpose and the same time."

4 In the said Rules, in rule 17,—

(a) in sub-rule (1)—

(i) in Note—1, for the words, brackets and letters "clause (a)" the words, brackets and letters "sub-clause (a) of clause (A)" shall be substituted;

(ii) for Note—2, the following shall be substituted namely—

"Note 2 :In cases where a subscriber has to pay in instalments for a site or a house or flat purchased, or a house or flat constructed through the Delhi Development Authority or a State Housing Board or a House Building Co-operative Society, he shall be permitted to make a withdrawal as and when he is called upon to make a payment in any instalment. Every such payment shall be treated as a payment for a separate purpose for the purposes of sub-rule (1) of rule 17."

(b) in sub-rule (3), in clause (a), for the words, brackets and letters "clause (d), clause (e) or clause (f)" the words, brackets and letters, "sub-clause (a), sub-clause (b) or sub-clause (c) of clause (B)" shall be substituted.

5. In rule 18 of the said Rules, for the words, brackets and letters "clauses (a), (b) and (c)", the words brackets and letters "sub-clauses (a), (b) and (c) of clause (A)" shall be substituted

[No. F. 10(8)-EV(B)/76-CPF]

S. S. L. MALHOTRA, Under Secy.

वाणिज्य मंत्रालय

आदेश

नई दिल्ली, 5 मार्च, 1977

क्रा० आ० 699.—केन्द्रीय सरकार की राय है कि नियमित (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) का धारा 16 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के नियमित

व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है कि चांदी की पत्तर चढ़े बर्तन नियमित से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन हों :

और केन्द्रीय सरकार ने इस प्रयोजन के लिए नीचे विनिर्दिष्ट प्रस्ताव बनाए हैं और उन्हें नियमित (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1961 के नियम 11 के उप-नियम (2) द्वारा यथा-अपेक्षित के अनुसार नियमित निरीक्षण परिषद् को भेज दिया है :

अतः, अब, उक्त उप-नियम के अनुसूचन में केन्द्रीय सरकार उन सभी व्यक्तियों की जानकारी के लिए जिनके उनसे प्रभावित होने की सम्भावना है, उक्त प्रस्तावों को प्रकाशित करती है।

2. सूचना दी जाती है कि उक्त प्रस्तावों के बारे में कोई आक्षेप या सुझाव देने की बांछा करने वाला कोई व्यक्ति उन्हें इस आदेश के राजपत्र में प्रकाशन की तारीख से पंचाशीत दिन के भीतर नियमित निरीक्षण परिषद्, 'ब्लैंड ट्रेड सेंटर', 14/1-बी, एजरा स्ट्रीट (आठवीं मंजिल) कलकत्ता-700001 को भेज सकेगा।

प्रस्ताव

- (1) यह अधिसूचित करना कि चांदी की पत्तर चढ़े बर्तन नियमित से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होंगे :
- (2) इस आदेश के उपबंध-II में दिए गए चांदी की पत्तर चढ़े बर्तनों के नियमित (क्वालिटी और निरीक्षण) नियम के प्राप्ति के अनुसार निरीक्षण के प्रकार को, क्वालिटी नियंत्रण और निरीक्षण के ऐसे प्रकार के रूप में विनिर्दिष्ट करना जो कि ऐसे चांदी की पत्तर चढ़े बर्तनों पर लागू होगा :
- (3) चांदी की पत्तर चढ़े बर्तनों के लिए नियमितकर्ता द्वारा नियमित सविदा के स्वीकृत विनिर्देशों के रूप में घोषित विनिर्देशों को मान्यता देना, यदि ऐसे विनिर्देश आयात करने वाले देश की सरकार द्वारा निर्धारित से निम्नतर नहीं है; तथा 'नियमित सविदा में आयात करने वाले देश की सरकार द्वारा किसी विनिर्देश के विषय में किसी अधिकृत के त होने की दशा में इस आदेश के उपबंध-II में दिए गए विनिर्देशों को मान्यता देना।
- (4) अन्तर्राष्ट्रीय व्यापार के दौरान ऐसे चांदी की पत्तर चढ़े बर्तनों के नियमित का जब तक प्रमाणित करना जब तक कि उनके साथ नियमित (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अन्तर्गत केन्द्रीय सरकार द्वारा स्थापित अधिकरणों में से किसी एक द्वारा दिया गया इस आदेश का प्रमाण-पत्र न हो कि चांदी की पत्तर चढ़े बर्तन क्वालिटी नियंत्रण और निरीक्षण संबंधी जनों को पूरा करते हैं तथा नियमित योग्य है।

3. इस आदेश की कोई भी बात भावी क्रेताओं को भु, वायु, समुद्र मार्ग द्वारा चांदी की पत्तर चढ़े बर्तनों के उन नमूनों के नियमित पर लागू नहीं होगी जिनका पोत पर्यन्त निःशुल्क मूल्य एक सौ पच्चीस रुपए से अधिक नहीं है।

4 इस आदेश में चांदी की पत्तर चढ़े बर्तनों से चांदी की पत्तर चढ़े किसी भी धातु या मिश्र धातु से बने बर्तन अधिषेन है।

उपबंध-I

[पैरा 2 का उप-नियम (3) देखिए]

चांदी की पत्तर चढ़े बर्तनों के लिए विनिर्देश

1. डिजाइन, आकार तथा विमाण नियमितकर्ता द्वारा यथा घोषित नियमित सविदा में तय हुए के अनुसार होंगे।

2. कार्य कौशल तथा फिनिश उच्च स्तर की होगी। पालिश खूब चमकदार होगी। बर्तन सतही बोरों तथा अपूर्णताओं धुमाव के या औजारों के चिल्लों, काले धब्बों, पैन्टों (नाल या अन्य रंग के), धब्बों, कांटों, दरारों, छिद्रों सीवनों आदि से मुक्त होंगे। सभी किनारे भली प्रकार गोल किए हुए होंगे।

3. चांदी की पत्तर 3.1 में दिए गए आसंजन परख को सहन करगी।

3.1 मुलम्मा चढ़ी हुई मतह के किसी भी चुने हुए, 6 सें० सी०² से अनधिक के क्षेत्र को धातु के चिकने उपकरण से 15 सेकंड के लिए जल्दी-जल्दी तथा दृढ़ता से रगड़ा जाएगा। तब रगड़े हुए भाग का चाक्षुष निरीक्षण किया जाएगा और यदि उसमें निक्षेप की परत का आधारभूत धातु से विलग होने का कोई लक्षण नहीं है तो आसंजन पर्याप्त समझा जाएगा। रगड़ने वाला उपयुक्त उपकरण तांबे की चकरी (यथा तांबे का सिक्का) है जो सिरे की ओर से और चौड़ी ओर से प्रयुक्त की जाएगी। प्रत्येक चक्की में दबाव मुलम्मे की परत को रगड़ने के लिए पर्याप्त होगा, लेकिन दृढ़ता अधिक नहीं होगी कि वह निक्षेप को काट वे। रगड़ते रहने पर यदि ढीला फफोला बन जाए तो आसंजन का षटिया होना प्रगट हो जाएगा यदि निक्षेप की क्वालिटी भी षटिया है तो फफोले में दरारें पड़ सकती हैं और पत्तर बेम धातु से छिल जाएगी।

4. परिषद् द्वारा मान्य पद्धति के अनुसार परखे चढ़ी हुई चांदी में चांदी का अंश भार के आधार पर 89 प्रतिशत से कम नहीं होगा।

5. चांदी की पत्तर चढ़े बर्तनों पर चिह्नन—परेषण में चांदी की पत्तर चढ़े सभी बर्तनों पर (क) आयात कर्ता द्वारा अपेक्षित : (ख) आयात करने वाले देश की सरकार द्वारा अपेक्षित : (ग) विशेष अवस्था में बर्तनों के प्रयोग के लिए चेतावनी यदि लागू हो तथा अपेक्षित हों और (घ) कोई अन्य चिह्न, जैसे इ पी एन एस विनिर्माताओं का व्यापार चिह्न, मूल देश, चांदी की कोटिंग का भार आदि चिह्नित होंगे।

6. निर्यात के लिए पैकेजों पर चिह्नन—परेषण में सभी पैकेजों पर निम्नलिखित चिह्न मोटे अक्षरों में लिखे होंगे :

".....को निर्यात के लिए 16"

(आयात करने वाले देश का नाम)

7. पैकिंग तथा पैकेज—चांदी की पत्तर चढ़े बर्तन अलग-अलग मुलायम टिण या मोमी कागज में पैक किए जाएंगे और फिर इस ढंग से पैक किए जाएंगे कि वे गन्तव्य स्थान तक बिना किसी हानि के सुरक्षित रूप से पहुंच सकें।

7.1 37 कि० ग्रा० तक के भार के पैकेज, उनके या उनमें रखे माल का कोई नुकसान हुए बिना 190 से० सी० की ऊंचाई से पात परख सहन करने योग्य होंगे। पैकेजों का मौसम और आर्द्रता संतुलन के प्रतिकूल प्रभावों से पर्याप्त रूप से संरक्षण किया जाएगा।

उपाबंध-II

निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 के अन्तर्गत बनाए जाने के लिए प्रस्तावित नियमों का प्रारूप।

1. संक्षिप्त नाम तथा प्रारम्भ:—इन नियमों का नाम चांदी की पत्तर चढ़े बर्तनों का निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1977 है।

2. परिभाषाएं:—इन नियमों में, जब तक कि संदर्भ से अन्यथा अपेक्षित न हो—

(क) 'अधिनियम' से निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) अभिप्रेत है—

(ख) 'अभिकरण' से अधिनियम की धारा 7 के अन्तर्गत कोचीन मद्रास, कलकत्ता, मुम्बई तथा दिल्ली में स्थापित निर्यात निरीक्षण अभिकरणों में से कोई एक अभिकरण अभिप्रेत है ;

(ग) 'चांदी के पत्तर चढ़े बर्तनों' से चांदी के पत्तर चढ़े किसी भी धातु या मिश्र-धातु से बने बर्तन अभिप्रेत हैं ;

(घ) 'अनुसूची' में इन नियमों से मंजूर अनुसूची अभिप्रेत है।

3. निरीक्षण का आधार—निर्यात किए जाने वाले चांदी की पत्तर चढ़े बर्तनों का परेषण जब तैयार हो जाए तो उसका निरीक्षण यह देखने के विचार से किया जाएगा कि वह अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्य विनिर्देशों के अनुरूप है। अनुसूची 'क' में दी गई नमूना सारणी 1 तथा सारणी 2 के अनुसार चांदी की पत्तर चढ़े बर्तनों के परेषण में से इच्छानुसार लिए गए नमूनों के आधार पर निरीक्षण किया जाएगा। यदि उक्त नमूने में दोष-युक्तों की संख्या उक्त सारणियों में दी गई अनुमोदित संख्या से अधिक नहीं है तो समझा जाएगा कि परेषण इन नियमों के अधीन विनिर्देशों के अनुरूप है।

4. निरीक्षण की प्रक्रिया—(1) चांदी की पत्तर चढ़े बर्तनों के निर्यात करने का इच्छुक कोई निर्यातकर्ता अपने ऐसा करने के आशय की सूचना निश्चित रूप में देगा और ऐसी सूचना के साथ निर्यात संविदा में दिए गए विनिर्देशों की तकनीकी विशेषताओं का व्योरेखार वर्णन करते हुए घोषणापत्र देगा, यदि निर्यात कर्ता को मालूम है तो आयात करने वाले देश की सरकार द्वारा अपेक्षित विनिर्देशों को या यदि निर्यात संविदा में कुछ भी नहीं दिया गया है तो किसी भी विनिर्देश की अनुपस्थिति में इस आशय की घोषणा अभिकरणों में से किसी एक को देगा ताकि वह नियम (3) के अनुसार निरीक्षण कर सके। वह उसी समय निरीक्षण के लिए ऐसी सूचना की एक प्रति अभिकरण के कार्यालय के निकटतम परिषद के कार्यालय को देगा। परिषद के पते निम्न हैं:—

मुख्य कार्यालय	निर्यात निरीक्षण परिषद, 'वर्ल्ड ट्रेड सेंटर' 14/1-बी एजरा स्ट्रीट (आठवीं मंजिल)। कलकत्ता-700001
क्षेत्रीय कार्यालय	1. निर्यात निरीक्षण परिषद, 'अमन चौमर्से' (पांचवीं मंजिल)। 113, महर्षि कर्वे मार्ग, बम्बई-400004 2. निर्यात निरीक्षण परिषद, 'मनोहर बिल्डिंग' महात्मा गांधी मार्ग, एनार्कुलम, कोचीन-682011 3. निर्यात निरीक्षण परिषद, 670, सेंट्रल, सं० 16ए, मथुरा मार्ग, फरीदाबाद।

(2) उप-नियम (1) के अन्तर्गत प्रत्येक सूचना तथा घोषणा पोल-खदान, की अनुसूचित तारीख से कम से कम 15 दिन पहले अभिकरण तथा परिषद के कार्यालयों में पहुंच जाएगी।

(3) उप-नियम (2) के अधीन सूचना तथा घोषणा प्राप्त होने पर अभिकरण ऐसे चांदी की पत्तर चढ़े बर्तनों का नियम 3 तथा इस संबंध में परिषद द्वारा जारी किए गए निर्देशों, यदि कोई हों, के अनुसार निरीक्षण करेगा।

(4) निरीक्षण की समाप्ति के पश्चात् अधिकरण तुरन्त ही परेषण के पैकेजों को इस ढंग से यह सुनिश्चित करने के लिए सील करेगा कि उसमें रखे माल के साथ छेड़-छाड़ न की जा सके। अस्वीकृति की दशा में यदि निर्यात-कर्ता चाहे तो अधिकरण परेषण को सील नहीं भी करेगा। तथापि, ऐसी दशा में निर्यात-कर्ता अस्वीकृति के विरुद्ध अपील नहीं कर सकेगा।

(5) यदि अधिकरण ने अपना यह समाधान कर लिया है कि चांदी की पत्तर चढ़े बर्तनों का पारेषण नियम 3 की अपेक्षाओं के अनुरूप है तो वह निरीक्षण के सात दिनों के भीतर निर्यात कर्ता को यह घोषणा करते हुए प्रमाण पत्र दे देगा कि परेषण नियमित-योग्य है।

परन्तु यदि जहाँ अधिकरण का इस प्रकार का समाधान नहीं हुआ है वहाँ वह उक्त सात दिनों की अवधि के भीतर ऐसा प्रमाण-पत्र देने से इंकार कर देगा तथा ऐसे इंकार की सूचना कारणों सहित निर्यात-कर्ता को देगा।

(6) जैसे शीघ्र जब अधिकरण द्वारा अपेक्षित है, तो निर्यात-कर्ता नियमित किए जाने वाले परेषण में से चांदी की पत्तर चढ़े बर्तनों के नमूने निःशुल्क देगा। नमूने, अधिकरण द्वारा आवश्यक निरीक्षण तथा परीक्षण के पश्चात् लौटा दिए जाएंगे।

5. निरीक्षण का स्थान—इन नियमों के प्रयोजन के लिए चांदी के पत्तर चढ़े बर्तनों का निरीक्षण।

(क) विनिर्माता के परिसर पर या

(ख) उस परिसर पर किया जाएगा जहाँ निर्यात-कर्ता द्वारा परेषण प्रस्तुत किया जाता है, यद्यपि कि वहाँ इस प्रयोजन के लिए पर्याप्त सुविधाएं हों।

6. निरीक्षण शुल्क—यदि इन नियमों की अनुसूची-ख में दी गई किसी या सभी विशेषताओं के लिए निरीक्षण किए जाने के लिए इन नियमों के अन्तर्गत न्यूनतम केवल 100 रुपये के अधीन रहते हुए पोत पर्यन्त निःशुल्क मूल्य के प्रत्येक एक सौ रुपये के लिए 50 पैसे की दर से फीस, निरीक्षण फीस के रूप में दी जाएगी। तथापि, जब इन नियमों की अनुसूची ग में दी गई किसी या सभी विशेषताओं के लिए निरीक्षण किया जाता है तो इन नियमों के अधीन न्यूनतम केवल 300 रुपये के अधीन रहते हुए पोत पर्यन्त निःशुल्क मूल्य के प्रत्येक एक सौ रुपये के लिए एक रुपये की दर से फीस, अतिरिक्त निरीक्षण फीस के रूप में दी जाएगी।

7. अपील—(1) नियम 4 के उप-नियम (5) के अधीन अधिकरण द्वारा प्रमाण-पत्र देने से इंकार व्यथित कोई व्यक्ति उनके द्वारा ऐसे इंकार की सूचना प्राप्त होने के दस दिनों के भीतर, इस प्रयोजन के लिये केन्द्रीय सरकार द्वारा नियुक्त तीन से अन्वून और सात से अधिक व्यक्तियों के विशेषज्ञों के पैनल को अपील कर सकेगा।

(2) ऐसे पैनल में कुल सदस्यता के कम से कम दो निम्नलिखित गैर सरकारी सदस्य होंगे।

(3) पैनल की गणपूर्ति तीन की होगी।

(4) अपील, उसके प्राप्ति होने के 15 दिनों के भीतर निपटा दी जाएगी।

अनुसूची-क

सारणी I (नियम 3 देखिए)

क्रम सं०	विशेषताएं	लॉट आकार	लॉट में परख करने के लिए नमूनों की न्यूनतम संख्या	नमूनें दोषों की स्वीकृति संख्या
1	2	3	4	5
1.	प्लेटिंग में चांदी की शुद्धता की अपेक्षा के सिवाय अनुसूची क में दी गई	एक परेषण में सभी आकार तथा प्रकार	सारणी II के अनुसार	सारणी II के अनु-सार

1	2	5	4	5
2.	प्लेटिंग में चांदी की शुद्धता	एक परेषण में सभी आकार तथा प्रकार	अनुसूची 'क' के पैरा (4) के अनुसार	शून्य
3.	अनुसूची 'ख' में दिया गया	विनिर्देश अपेक्षाओं के साथ एक परेषण में सभी आकार तथा प्रकार	न्यूनतम तीन तथा अधिकतम दस के बीच एक प्रति-शत	यदि नमूने का आकार पांच तक है तो शून्य और यदि नमूने का आकार पांच से अधिक है तो एक

सारणी II (नियम 3 देखिए)

लॉट में चांदी की संख्या	नमूने का आकार	नमूनें दोषों की स्वीकृति संख्या
1	2	3
100 तक	5	0
101 से 300	8	0
301 से 500	13	1
501 से 1000	20	1
1001 से 3000	32	2
3001 तथा अधिक	50	3

अनुसूची ख : विशेषताएं (नियम 6 देखिए)

1. डिजाइन, आकार तथा विमाएं केता द्वारा घोषित निर्यात संविदा में तय हुए के अनुसार होंगी।

2. कार्य-कौशल तथा फिनिश उच्च मानक के होंगे। पालिश खूब चमक वाली होगी। बर्तन सन्तुष्ट दोषों, अपूर्णताओं, घुमावों या झीजों के बिना, फाले धब्बों, पैन्टों (खाल या अन्य रंग के) धब्बों, दरारों, छिद्रों, सीक्नों आदि से मुक्त होंगे। सभी किनारे भली प्रकार गोल किए हुए होंगे।

3. चांदी की पत्तर 3.1 में दिए गए आसंजन परख को सहन करेगी।

3.1 मुसलमा चढ़ी हुई सतह के किसी भी चुने हुए 6 सें०मी.² से अधिक क्षेत्र को धातु के चिकने उपकरण से 15 सेकंड के लिए जल्दी-जल्दी तथा दृढ़ से रगड़ा जाएगा। तब रगड़े हुए भाग का बाह्य निरीक्षण किया जाएगा और यदि उसमें निक्षेप की परत के आधारभूत धातु से विलग होने का कोई लक्षण नहीं है तो आसंजन पर्याप्त समझा जाएगा। रगड़ने वाला उपयुक्त उपकरण तांबे की चकरी है जो यथा तांबे का निष्कासिरे की ओर से और चौड़ी ओर से प्रयुक्त की जाएगी। दबाव मुसलमा की परत को प्रत्येक बिस्से में रगड़ने के लिए पर्याप्त होगा। लेकिन इतना अधिक नहीं होगा कि वह निक्षेप को काट दे। रगड़ते रहने पर यदि डीला फफोला बन जाए तो आसंजन का घटिया होना प्रगट हो जाएगा। यदि निक्षेप की क्वालिटी भी घटिया है तो फफोले में दरारें पड़ सकती हैं और पत्तर वेस धातु से छिल जाएगी।

4. परिष्कृत द्वारा मान्य पद्धति के अनुसार परखे जाने पर चढ़ी हुई चांदी में चांदी का अंश भार के आधार पर 89 प्रतिशत से कम नहीं होगा। तथापि, इस अपेक्षा के प्रयोजन के लिए, निर्यातकर्ता की घोषणा पर्याप्त समझी जाएगी परन्तु इन परेषणों में एक नमूने की शीघ्रत आधुनिक पर अधिकरण के निर्णयानुसार घोषणा की प्रति-आंश की जाएगी। प्रति आंश के परिणामस्वरूप यदि किसी अवसर पर यह पाया जाता है कि निर्यात कर्ता ने नमूनों में पाई गई से अधिक की शुद्धता घोषित की है तो परेषण अस्वीकृत कर दिया जाएगा तथा निर्यात कर्ता द्वारा

प्रस्तुत किए गए सभी परेषणों में से अनुसूची 'क' में दी गई सारणी 1 के अनुसार नमूनों की परख की जाएगी। लगातार तीन परेषणों में लिए गए नमूनों की परखों के परिणाम यदि निर्यात कर्ता की घोषणा को पुष्ट करने हैं तो निर्यात कर्ता की घोषणा पर इच्छुनुसार प्रति जांच पुनः आरम्भ की जा सकती है। जब तक परख का परिणाम ज्ञात न हो जाए और निर्यात कर्ता द्वारा स्याकार न कर लिया जाए तब तक इस परख के लिए जिन वस्तुओं में नमूने लिए जाते हैं, उन्हें परिषद के अधिकार में सुरक्षित रखा जाएगा। और निर्यात कर्ता उनको अपनी भांति पहचान सकेगा।

5. चादी की पत्तर चढ़े बर्तनों पर चिन्हन—परेषण के चार्ज का पत्तर चढ़े बर्तनों की सभी वस्तुओं पर (क) आयात कर्ता द्वारा अपेक्षित के अनुसार; (ख) आयात करने वाले देश की सरकार द्वारा अपेक्षित के अनुसार; (ग) विशेष अवस्था में बर्तनों के प्रयोग के लिए चेतावनी यदि लागू तथा अपेक्षित हो और (घ) कोई अन्य चिन्ह जैसे ह पी एन एम चिह्नमिताओं का व्यापार चिन्ह: मूल देश, चादी की कौटिंग का भार आदि चिह्नित होंगे।

6. निर्यात के लिए पैकेजों पर चिन्हन—परेषण के सभी पैकेजों पर बड़े स्पष्ट अक्षरों में निम्नलिखित लिखा होगा—“... का निर्यात के लिए।” (आयात करने वाले देश का नाम)।

7. पैकिंग और पैकेजिंग—चादी के पत्तर चढ़े बर्तन अलग-अलग मुलम्मा टिशु या मोमी कागज में पैक किए जाएंगे और फिर इस ढग से पैक किए जाएंगे कि वे गन्तव्य स्थान तक बिना किसी हानि के सुरक्षित रूप में पहुंच सकें।

7.1 37 कि० गा० तक के भार के पैकेज उनके या उनमें रखे साल का कोई नुकसान हुए बिना 190 से० सी० की ऊंचाई में तय परख सहन करने योग्य होंगे। पैकेजों का मोमम और आदता संद्रूपण के प्रतिकूल प्रभावों से पर्याप्त रूप से संरक्षण किया जाएगा।

अनुसूची—‘ग’ विशेषताएं (नियम 6 देखिए)

- 1 अस्थायी अम्ल क्षीय में घुसा हुआ सीमा
- 2 सिल्वर प्लेटिंग की मोटाई
- 3 सिल्वर प्लेटिंग का भार
- 4 सिल्वर प्लेटिंग में सीमा

ऊपर दी गई 1 से 4 तक की विशेषताओं की अधिनियम की धारा 6 के अधीन सरकार द्वारा मान्यता प्राप्त विनिर्देशों से अनुसूचिता निर्धारण की जांचने के लिए परख की पद्धति निर्यात मंविदा में दी गई के अनुसार होगी और निर्यात मंविदा में इसका उल्लेख न होने की वशा में परख की पद्धति परिषद द्वारा मान्यताप्राप्त होगी।

[सं० 6(6)/76-नि०नि० तथा नि०उ०]

के० सी० बालमुखाणियम्, उप निदेशक

MINISTRY OF COMMERCE

ORDER

New Delhi, the 5th March, 1977

S.O. 699.—Whereas the Central Government is of opinion that it is necessary and expedient so to do for the development of the export trade of India that in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), Silver Plated Wares should be subject to quality control and inspection prior to export.

And whereas the Central Government has formulated the proposals specified below for the said purpose and has forwarded the same to the Export Inspection Council as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964;

Now, therefore, in pursuance of the said sub-rule the Central Government hereby publishes the said proposals for the information of the public likely to be affected thereby.

2. Notice is hereby given that any person desiring to forward any objections or suggestions with respect to the said proposals may forward the same within forty five days of the date of publication of this order in the Gazette of India to the Export Inspection Council, 'World Trade Centre', 14/1B, Ezra Street (7th Floor), Calcutta-700001.

Proposals

- (1) To notify that Silver Plated Wares shall be subject to quality control and inspection prior to export;
- (2) To specify the type of inspection in accordance with the draft Export of Silver Plated Wares (Quality Control and Inspection) Rules, set out in Annexure II to this Order as the type of quality control and inspection which would be applied to such Silver Plated Wares;
- (3) To recognised specifications declared by the exporters to be the agreed specifications of the export contract for the Silver Plated Wares, where such specifications are not lower to those prescribed and in the case of by the Government of the importing country; absence of any stipulation about any specifications in the export contract by the Government of the importing country, to recognise specification as given in Annexure I to this Order;
- (4) To prohibit the export in the course of international trade of any such Silver Plated Wares unless the same are accompanied by a certificate issued by any one of the agencies established by the Central Government under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), to the effect that the Silver Plated Wares satisfy the conditions relating to quality control and inspection and are export-worthy.

3. Nothing in this Order shall apply to the export by land, sea or air of samples of Silver Plated Wares to prospective buyers, the f.o.b. value of which does not exceed rupees one hundred and twenty five only.

4. In this Order Silver Plated Wares shall mean articles made of any metal or alloy having silver plating on them.

ANNEXURE-A

[See sub-paragraph (3) of paragraph 2]

SPECIFICATIONS FOR SILVER PLATED WARES

1. Design, shape and dimensions shall be in accordance with the agreement, of the export contract as declared by the buyer.
2. Workmanship and finish shall be of high standard. The polish shall be highly bright. The wares shall be free from surface defects and imperfections, spinning or tool marks, black spots, patches (red or other colour), stains, burrs, cracks, holes, seams etc. All the edges shall be well rounded.
3. The silver plating shall stand the adhesion test as given in 3.1.
3. The silver plating shall stand the adhesion test as at any spot selected, shall be rubbed rapidly and firmly for 15 seconds with a smooth metal implement. The burnished area shall then be visually inspected and if there is no indication of the deposit becoming detached from the base metal, the adhesion shall be deemed adequate. A suitable burnishing implement is a copper disc (such as copper coin) used edgewise and broad side. The

pressure shall be sufficient to burnish the film at every stroke, but not so great as to cut the deposit. Poor adhesion will be shown on the appearance of a loose blister which grows as rubbing is continued. If the quality of the deposit is also poor, the blister may crack and the plating will peel away from the base metal.

4. The silver content of the deposited silver in the plating shall be not less than 89 percent by weight when tested in accordance with the method recognised by the council.
5. Marking on Silver Plated Wares—All items of Silver Plated Wares in the consignment shall have the markings—(a) as required by the importer, (b) as required by the Government of the importing country, (c) conveying warning against use of the article in particular situations, if applicable and required and (d) any other markings such as EPNS manufacturers' trade marks, country of origin, weight of silver coating, etc.
6. Marking on Package for Export—All the packages in the consignment shall bear the following markings in legible bold letters:

"For export to.....
(Name of the importing country)

7. Packing and packaging—Silver Plated Wares shall be individually packed in soft tissue or wax paper and further packed in such a manner as to reach the destination safely without any damage.

7.1 The packages weighing upto 37 kgs, shall be able to withstand a drop test from a height of 190 cm without any damage to the contents inside or the package itself. The package shall also be adequately protected against adverse effects of weather and moisture contaminations.

ANNEXURE-II

Draft rules proposed to be made under section 17 of the Export (Quality Control and Inspection) Act, 1963
(22 of 1963)

1. Short title and commencement—(1) These rules may be called the Export of Silver Plated Wares (Quality Control and Inspection) Rules, 1977.

2. Definitions—In these rules, unless the context otherwise requires,—

- (a) 'Act' means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963).
- (b) 'Agency' means any of the Export Inspection agencies established at Cochin, Madras, Calcutta, Bombay and Delhi under section 7 of the Act.
- (c) 'Silver Plated Wares' means articles made of any metal or alloy having silver plating on them.
- (d) "Schedule" means a schedule to these rules.

3. Basis of inspection—Inspection of Silver Plated Wares for export shall be carried out when the consignment is ready with a view to see that the same conforms to the specifications recognised by the Central Government under section 6 of the Act. The inspection shall be on the basis of random samples drawn from the consignment of silver plated wares as per the sampling Table I and Table II set out in Schedule 'A'. The consignment shall be deemed to be conforming to the specifications under these rules if the number of defectives in the said sample are not more than the permissible number stated in the said Tables.

4. Procedure of inspection—(1) any exporter intending to export Silver Plated Wares shall give intimation in writing of his intention to do so and submit along with such intimation a declaration of the specifications stipulated in the export contract giving details of all the technical characteristics and specifications required by the Government of the importing country if known to the exporter or a declaration

about the absence of any specification in case nothing is stipulated in the export contract, to any one of the agencies to enable it to carry out inspection in accordance with rule (3). He shall at the same time endorse a copy of such intimation for inspection to the office of the Council nearest to the office of the Council nearest to the office of the agency.

The addresses of the Council are as under :—

Head office :—

Export Inspection Council, 'World Trade Centre'
14/IB, Ezra Street (7th Floor), Calcutta-700001.

Regional office:—

1. Export Inspection Council, 'Aman Chamber' (4th floor), 113, Maharshi Karve Road, Bombay-400004.

2. Export Inspection Council, 'Manohar Building'
Mahatma Gandhi Road, Ernakulam, Cochin-682011.

3. Export Inspection Council, 670, Sector No. 16A,
Mathura Road, Faridabad.

(2) Every intimation and declaration under sub-rule (1) shall reach the offices of the agency and the Council not less than fifteen days before the scheduled date of shipment.

(3) On receipt of the intimation and declaration under sub-rule (2), the agency shall carry out the inspection of such Silver Plated Wares in accordance with rule 3 and the instructions if any, issued by the Council in this regard.

(4) After completion of inspection, the agency shall immediately seal the packages in the consignment in a manner so as to ensure that the sealed goods cannot be tampered with. In case of rejection, if the exporter so desires, the consignment may not be sealed by the agency. In such cases, however, the exporter shall not be entitled to prefer any appeal against the rejection.

(5) When the agency is satisfied that the consignment of Silver Plated Wares complies with the requirements of rule 3, it shall within seven days of inspection issue a certificate to the exporter declaring that the consignment is export-worthy.

Provided that where the agency is not so satisfied, it shall within the said period of seven days refuse to issue such certificate and communicate such refusal to the exporter along with the reasons therefor.

(6) As and when required by the agency, the exporter shall supply free of charge samples of Silver Plated Wares from the export consignment. The samples shall, however, be returned by the Agency after necessary inspection and testing.

5. Place of inspection—Inspection of Silver Plated Wares for the purpose of these rules shall be carried out—

(a) at the premises of the manufacturer, or

(b) at the premises at which the consignments are offered by the exporter, provided adequate facilities for the purpose exist therein.

6. Inspection fee—The inspection fee at the rate of 50 paise for every hundred rupees of F.O.B. value subject to a minimum of Rs. 100 only shall be paid as inspection fee under these rules in cases where inspection for any or all the characteristics given in schedule B to these rules is to be made. However, a fee at the rate of Rupee one for every hundred rupees of F.O.B. value subject to a minimum of Rs. 300 only shall be paid as additional inspection fee under these rules where inspection for any or all the characteristics given in Schedule C to these rules is to be made.

7. Appeal—(1) Any person aggrieved by the refusal of the Agency to issue a certificate under sub-rule (5) of rule 4 may within ten days of receipt of communication of such refusal by him, prefer an appeal to a panel of experts consisting of not less than three but not more than seven such

experts as may be appointed for the purpose by the Central Government.

(2) At least two-thirds of the total membership of the panel shall consist of non-officials.

(3) The quorum of the panel shall be three.

(4) The appeal shall be disposed of within fifteen days of its receipt.

SCHEDULE A

TABLE I (see rule 3)

Sl. No.	Characteristics	Lot size	Minimum number of samples to be tested in a lot	Permissible no. of defectives in the sample
1.	Given in Schedule A except the requirement of purity of silver in plating	All types and sizes in a consignment	As per Table II	As per Table II
2.	Purity of silver in plating.	-do-	As per para (4) of Schedule A	Nil
3.	Given in Schedule B.	All types and sizes in a consignment with the same specification requirements.	One per cent subject a minimum of three and a maximum of ten	Nil if the sample size is upto five and one if the sample size is more than five.

TABLE II (See rule 3)

No. of silver plated wares in a lot	sample size	Permissible no. of defectives in the sample
Upto 100	5	0
101 to 300	8	0
301 to 500	13	1
501 to 1000	20	1
1001 to 3000	32	2
3001 and above	50	3

SCHEDULE B : CHARACTERISTICS (See rule 6)

1. Design, shape and dimensions shall be in accordance with the agreement of the export contract as declared by the buyer.

2. Workmanship and finish shall be of high standard. The polish shall be highly bright. The wares shall be free from surface defects and imperfections, spinning or tool marks, black spots, patches (red or other colour), stains, burrs, cracks, holes, seams etc. All the edges shall be well rounded.

3. The silver plating shall stand the adhesion test as given in 3.1.

3.1 An area not more than 6 cm² of the plated surface at any spot selected, shall be rubbed rapidly and firmly for 15 seconds with a smooth metal implement. The burnished

area shall than be visually inspected and if there is no indication of the deposit becoming detached from the base metal, the adhesion shall be deemed adequate. A suitable burnishing implement is a copper disc (such as a copper coin) used edge-wise and broad side. The pressure shall be sufficient to burnish the film at every stroke, but not so great as to cut the deposit. Poor adhesion will be shown on the appearance of a loose blister which grows as rubbing is continued. If the quality of the deposit is also poor, the blister may crack and the plating will peel away from the base metal.

4. The silver content of the deposit silver in the plating shall be not less than 89 per cent by weight when tested in accordance with the method recognized by the Council. For the purpose of this requirement, however, declaration of the exporter shall be deemed sufficient but random counter checking of the declaration will be done by the agency at an average frequency of one sample per ten consignments at the discretion of the agency. If on any occasion as a result of counter-checking it is found that the exporter has declared a purity higher than what actually has been found to exist on the samples, the consignment shall be rejected and samples in accordance with Table I set out in Schedule A from all the consignments offered by the exporter shall be tested. If all the results of such testing on sampling from twenty successive consignments are found to be conforming to the declaration of the exporter, once again inspection on the declaration of the exporter with random counter-checking may be resumed. The article from which sample is taken for the purpose of this test shall be kept in safe custody of the agency suitably identified by the exporter until the results of the test are known and accepted by the exporter.

5. Marking on Silver Plated Wares—All items of Silver Plated Wares in the Consignment shall have the markings—(a) as required by the importer; (b) as required by the Government of the importing country; (c) conveying warning against use of the article in particular situations, if applicable and required and (d) any other markings such as EPNS manufacturers' trade marks, country of origin, weight of silver coating etc.

6. Marking on Packages for Export—All the packages in the consignment shall bear the following markings in legible bold letters :

"For export to.....
(Name of the importing country)

7. Packing and Packaging—Silver Plated Wares shall be individually packed in soft tissue or wax paper and further packed in such a manner as to reach the destination safely without any damage.

7.1 The packages weighing upto 37 kgs, shall be able to withstand a drop test from a height of 190 cm without any damage to the contents inside or the package itself. The package shall also be adequately protected against adverse effects of weather and moisture contaminations.

SCHEDULE B : CHARACTERISTIC (See rule 6)

1. Leached lead in acetic acid solution.
2. Thickness of silver plating.
3. Weight of silver plating.
4. Lead in silver plating.

For the purpose of testing the characteristics (1) to (5) given above in this Schedule for assessing their conformity in the export contract and in the absence of any mention of section 6 of the Act, the methods of tests shall be as given in the export contract and in the absence of any mention of the same in the export contract, the methods of test shall be as recognised by the Council.

[No. 6(6)/76/EI&EP]

K. V. BALASUBRAMANIAM, Dy. Director.

संयुक्त मुख्य-नियंत्रक आयात-निर्यात का कार्यालय,

बम्बई, 28 अक्टूबर, 1976

रद्द करने का आदेश

का० आ० 700—अप्रैल-मार्च, 1976 अवधि के लिए सर्वोच्च लीयो टेक्सटाइल्स, 22/5, हडापसर इंडस्ट्रियल एस्टेट, पुना-411013, को रुपये मुद्रा क्षेत्र में आयात करने के लिए 14,720 रुपये के लिए आयात लाइसेंस सं० पी/एम/1850292, दिनांक 30-6-75 प्रदान किया गया था। उन्होंने उक्त लाइसेंस की सीमा शुल्क प्रयोजन प्रति और मुद्रा विनियम नियंत्रण प्रति की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमा शुल्क प्रयोजन प्रति तथा मुद्रा विनियम नियंत्रण प्रति जो खो गई अथवा अस्थानस्थ हो गई हैं। आगे यह भी बताया गया है कि मूल लाइसेंस किसी भी सीमा शुल्क सबन के पाम पंजीकृत नहीं कराया गया था और उपयोग में भी नहीं लाया गया था।

2. इस तर्क के समर्थन में, आवेदक ने जो महाराष्ट्र राज्य, बम्बई के समक्ष विधिवत साक्ष्यांकित स्टाम्प कागज पर एक शपथ-पत्र दाखिल किया है। मैं संतुष्ट हूँ कि मूल आयात लाइसेंस सं० पी०/एम/1850292, दिनांक 30-6-75 खो गया अथवा अस्थानस्थ हो गया है तथा निदेश देना हूँ कि आवेदक को लाइसेंस की सीमा शुल्क प्रयोजन प्रति तथा मुद्रा विनियम नियंत्रण प्रयोजन प्रति की अनुलिपि जारी की जानी चाहिए। लाइसेंस सं० पी/एम/1850292, दिनांक 30-6-75 की मूल सीमा शुल्क प्रति मुद्रा विनियम नियंत्रण प्रयोजन प्रति रद्द की जाती है।

[संख्या 5/ई/ए एम-76/ए यू-5]

टी० के० नारायण, उप मुख्य नियंत्रक

हुने संयुक्त मुख्य नियंत्रक

Office of the Joint Chief Controller of Imports & Exports

Bombay, the 28th October, 1976

CANCELLATION ORDER

S.O. 700.—M/s. Leo Textiles, 22/5, Hadapsar Industrial Estate, Poona-411013, was granted the import licence No. P/S/1850292 dated 30-6-75 for Rs. 14720 for the licensing period April—March, 1976 from R.C.A. They have applied for duplicate copy of Customs purpose & Exchange purpose copies of the above mentioned licence on the ground that the original Customs purpose & Exchange Purpose copies of the licence have been lost or misplaced. It is further stated that the original licence was not registered with any Customs House and not utilised.

2. In support of this contention, the applicant has filed an affidavit on stamped papers duly attested before the Notary Maharashtra State, Bombay. I am satisfied that the original licence No. P/S/1850292 dated 30-6-75 has been lost or misplaced and direct that a duplicate Customs & Exchange Control purpose copies of the licence should be issued to the applicant. The original Customs & Exchange Control Purpose copies of the licence No. P/S/1850292 dated 30-6-75 is cancelled.

[File No. 5/E/AM. 76/AU-3]

T. K. NARAIN, Dy. Chief Controller

for Jt. Chief Controller

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 17 फरवरी, 1976

का० आ० 701—कोयर उद्योग अधिनियम 1953 धारा-27 के द्वारा प्रदत्त शक्ति के प्रयोग में बनाए गए तथा भारत सरकार द्वारा पुष्टीकृत कोयर बोर्ड के निम्न-लिखित उप नियम, उपरोक्त धारा के उपधारा (2) की अपेक्षा (आवश्यकता) के अनुसार इस के द्वारा प्रकाशित किया जाता है :

1. संक्षिप्त नाम, प्रारंभ तथा विनियोग (प्रयोग) : (1) ये उप नियम कोयर बोर्ड कर्मचारी पेशन निधि उप नियम 1977 कहा जायेगा।

(2) सरकारी राजपत्र में प्रकाशित होने की तारीख से ये अमल में आयेगे।

2. परिभाषा :— इन उपनियमों के विषय या गंदर्भ के विस्तृत करने को कुछ नहीं है, तो;

(क) अधिनियम से तात्पर्य है कोयर उद्योग अधिनियम, 1953 (1953 का 15);

(ख) "बोर्ड" से तात्पर्य है इस अधिनियम के अनुसार नियुक्त किया हुआ कोयर बोर्ड;

(ग) "सभापति" से तात्पर्य है बोर्ड के सभापति;

(घ) "कर्मचारी" से तात्पर्य है केन्द्रीय या राज्य सरकार की सेवा करने वाला कोई व्यक्ति जिसकी सेवा बोर्ड को उधार दी गयी है या बदली की गयी है या कोई संविदा या कार्यकाल के पद में रहनेवालों के अलावा बोर्ड के कोई वेतनभोगी अधिकाारी या नौकर,

(ङ) "निधि" से तात्पर्य है इन उप नियमों के अनुसार गठित कोयर बोर्ड के कर्मचारियों की पेशन निधि;

(च) "उदात्कृत पेशन (लिबरलाइज्ड पेशन)" नियमों से तात्पर्य है समय-समय पर संशोधित, कर्मचारियों के पेशन और उपदान का अनुदान को व्यवस्थित करने वाला केन्द्रीय सरकार के उदात्कृत पेशन नियम।

(छ) "पेशन" से तात्पर्य है तथा जिसके अन्तर्गत कर्मचारी एवं उनके परिवारों को पेशन के रूप में दिये जाने वाले मासिक भुगतान एवं अब प्रवर्तमान उदात्कृत पेशन नियमों के अनुसार मृत्यु एवं उपदान आते हैं।

(ज) "धर्म" से तात्पर्य है विधीय धर्म।

3. निधि का गठन : कोयर बोर्ड कर्मचारी पेशन निधि नामक निधि का गठन किया जायगा ये जिसमें ये शामिल हैं। जैसे :

(1) कोयर बोर्ड अंशदायी भविष्य निर्वाह निधि उपनियम 1955 के अनुसार बोर्ड द्वारा किये गये अंशदान की पूरी रकम तथा उस पर उपचित सूद सहित। बोर्ड के उन कार्यकर्ताओं के संबंध में जो इन उपनियमों के द्वारा शामिल होने चुने गए हैं उन को;

(2) उधार, निक्षेप या निवेश या दूसरे स्रोतों से निधि को प्राप्त आय; और

(3) बोर्ड से समय-समय पर निधि को हस्तांतरित की जानेवाली कोई अन्य प्रकार की रकम।

4. निधायकता एवं प्रशासन :—निधि बोर्ड में निहित होगी। उस के द्वारा प्रशासित होगी।

5. (1) बिल एवं लेखा :— इन उपनियमों के आधार पर इस निधि को प्राप्त रकम और निधि से निकाली गयी रकम दोनों का कोयर बोर्ड कर्मचारियों की पेंशन निधि लेखा नामक एक पुस्तक लेखा के रूप में बोर्ड के हिसाब किताबों में अलग लेखा होगा। अधिनियम का धारा (7) उपधारा (2) के अनुसार नियुक्त लेखा परीक्षकों के द्वारा ऐसी इस लेखाओं की वार्षिक जांच और लेखा परीक्षण होगा।

(2) निधि की आय से उम के प्रशासन का पूरा व्यय बोर्ड के द्वारा किया जायगा या बोर्ड के निर्देशानुसार होगा।

6. निषेध और निवेश :— कोयर बोर्ड के उपनियम 25 तथा 26 के आधार पर, निर्धारित रीति से, निधि की रकम की व्यवस्था होगी और उसको निवेश में लगा सकेंगे। (कर्मचारी गण की सेवा संबंधी व्यापारिक शर्तों का लेन-देन एवं लेखा का अनुपालन)। उपनियम 1955।

7. वितरण :— (1) केन्द्रीय सरकार के अनुरूप वर्ग के कर्मचारियों को, अब प्रवर्तमान उदासीकृत पेंशन नियमों के आधार पर निर्धारित रीति और शर्तों पर नियत दरों में निधि की रकम कर्मचारियों को पेंशन देने के लिए उपयोग करेंगे।

(2) उद्योग मगड़े अधिनियम 1947 (1947/14) के अनुसार बोर्ड की ओर से जब कर्मचारियों को मुआवजा देना है तब उक्त मुआवजा रकम इन उपनियमों के अनुसार कर्मचारियों को इन उपनियमों के द्वारा मिलने वाले पेंशन लाभ से समंजन किया जायगा।

8. विलयन :— बोर्ड का विलयन होने पर निधि का भी विलय हो सकेगा और ऐसी अवस्था में निधि की स्थिर आस्तियां और देयताएं केन्द्रीय सरकार को हस्तांतरित होगी और केन्द्रीय सरकार इन उपनियमों के अनुसार हमसे संबंधित सभी कर्मचारियों की देयताओं को भुगतान करेगी।

[संख्या 13/7/72 सी और एम]

MINISTRY OF INDUSTRY

(Department of Industrial Development)

New Delhi, the 17th February, 1977

S.O. 701.—The following by-laws made by the Coir Board, in exercise of the powers conferred by section 27 of the Coir Industry Act, 1953 (45 of 1953) and confirmed by the Central Government, are hereby published, as required by sub-section (2) of the said section, namely :—

1. Short title, commencement and application.—(1) These by-laws, may be called the Coir Board Employees Pension Fund By-laws, 1977.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these by-laws, unless there is anything repugnant in the subject or context—

- (a) "Act" means the Coir Industry Act, 1953 (45 of 1953);
- (b) "Board" means the Coir Board constituted under the Act;
- (c) "Chairman" means the Chairman of the Board;
- (d) "Employee" means a salaried officer or servant of the Board other than a person in the service of the Central or State Government whose services have been lent or transferred to the Board or holding a contract or tenure post;
- (e) "Fund" means the Coir Board Employees' Pension Fund constituted under these by-laws;
- (f) "Liberalised Pension Rules" means the Liberalised Pension Rules of the Central Government, as amended from time to time, regulating the grant of pension and gratuity to its employees;

(g) "Pension" means and includes monthly payments by way of pension to the employees and their family and death-cum-gratuity in accordance with the Liberalised Pension Rules for the time being in force;

(h) "Year" means the financial year.

3. Constitution of the Fund.—There shall be constituted a Fund called the Coir Board Employees' Pension Fund and it shall consist of :

(i) all amounts contributed by the Board inclusive of interest accrued thereon, under the Coir Board Contributory Provident Fund By-laws, 1955 on account of such of the employees of the Board as have elected to be governed by these by-laws. These amounts shall stand transferred to the fund;

(ii) the income of the Fund from loans, deposits, investments or otherwise; and

(iii) such other amounts as may be transferred to the Fund from time to time by the Board.

4. Vesting and Administration.—The Fund shall vest in the Board and be administered by it.

5. Finance and Account.—(1) All sums paid into and drawn out of the Fund under these by-laws shall be accounted for in the books of the Board in a separate account named the Coir Board Employees' Pension Fund Account. Such account shall be examined and audited annually by the auditors appointed under sub-section (2) of section 7 of the Act.

(2) All expenses of the administration of the Fund shall be met by the Board from out of the income of the Fund or as the Board may otherwise direct.

6. Deposit and investment.—The amounts in the Fund shall be held and invested in the manner prescribed under by-laws 25 and 26 of the Coir Board (Transaction of Business Conditions of Service of Employees and Maintenance of Accounts) By-laws, 1955.

7. Disbursements.—(1) The amounts in the Fund shall be applied for payment of pension to the employees in such manner, at such rates and under such conditions as are prescribed under the Liberalised Pension Rules of the Central Government for its employees of the corresponding grades and which are for the time being in force.

(2) Where compensation is payable to the employees by the Board under the Industrial Disputes Act, 1947 (14 of 1947), the amount of such compensation shall be set off against the amount of pensionary benefits admissible to the employees under these by-laws.

8. Dissolution.—The Fund shall be dissolved upon the dissolution of the Board, in which case, all the assets and liabilities of the Fund shall stand transferred to the Central Government and the Central Government shall discharge the liability towards all the employees concerned as per these by-laws.

[No. 13/7/72-C&S]

का० आ० 702.—कोयर उद्योग अधिनियम 1953 (45/1943) धारा 27 के द्वारा प्रवर्त अधिकांशों के प्रयोग में तथा भारत सरकार द्वारा पृष्ठीकृत कोयर बोर्ड के निम्नलिखित उप नियम, उपरोक्त धारा के उपधारा (2) की आवश्यकता के अनुसार हम के द्वारा प्रकाशित किया जाता है, जैसे :—

1. संक्षिप्त शीर्षक तथा प्रारंभ :— (1) ये उप नियम कोयर बोर्ड के सामान्य निर्वाह निधि उप नियम 1977 कहा जायेगा।

(2) सरकारी राजपत्र में प्रकाशित होने की तारीख से ये प्रमल में आयेंगे।

2. परिभाषा :— (1) इन उप नियमों के संदर्भ में अन्य कुछ आवश्यकता न होने पर;

(क) "अधिनियम" से तात्पर्य है कोयर उद्योग अधि नियम, 1953 (45/1953);

- (ख) "बोर्ड" से तात्पर्य है इस अधिनियम के अनुसार नियुक्त किया हुआ कोयल बोर्ड;
- (ग) "सभापति" से तात्पर्य है बोर्ड के सभापति; तथा "सचिव" से तात्पर्य है बोर्ड का सचिव;
- (घ) "उपनियम" से तात्पर्य है मूल नियमों में व्यक्ति, वेतन, छुट्टी का वेतन या गुजारा अनुदान तथा मंजूगार का वेतन और विदेशी सेवा के लिए प्राप्त वेतन के रूप में प्राप्त कोई परिश्रमिक, सब इसके अन्तर्गत आते हैं।
- (ङ) परिवार से तात्पर्य है—

(1) एक पुरुष सदस्य के संबंध में पत्नी या पत्नियाँ और एक सदस्य के बच्चे और विधवा या विधवाएँ और एक सदस्य के मृत पुत्र के बच्चे, किन्तु साथ ही एक सदस्य यदि अपनी पत्नी से न्यायिक विवाह विच्छेद को साबित करते हैं या उस से संबंधित समुदाय जिस पर उसका परिरक्षण अधिकृत है उसके परंपरागत नियमों के अनुसार समाप्त कर दिया है तो वह से भ्राते कभी भी, इन उप नियमों से संबंध रखनेवाले किसी भी सदस्य के परिवार के सदस्य के रूप में उसका निर्णय नहीं करेंगे यदि सदस्य इसके बाद सचिव को इसकी लिखित सूचना नहीं देता है कि भ्राते भी उसको उसी रूप में मान लेगा;

(2) एक स्त्री, सदस्य के संबंध में उसके (सदस्य) पति और बच्चे और सदस्य के मृत पुत्र के बच्चे या उन की विधवा या विधवाएँ;

किन्तु साथ ही यदि एक सदस्य लिखित सूचना के द्वारा अपने परिवार से पति को अपवर्जित करने की इच्छा प्रकट की है तो तब से भ्राते कभी भी इन उप नियमों से संबंध रखने वाले किसी भी कार्य में उस सदस्य के परिवार के सदस्य के रूप में उसको नहीं लेंगे यदि सदस्य इसके बाद ऐसी लिखित सूचना को रद्द नहीं करता है;

स्पष्टीकरण :—इस धारा में बच्चों से तात्पर्य है बंध बच्चे तथा दसक पुत्र भी शामिल हैं जहाँ सदस्य के संबंध में व्यक्तिगत विधि में वस ग्रहण भी है।

- (च) "निधि" से तात्पर्य है इन उप नियमों के आधार पर बोर्ड से नियुक्त एवं स्थापित सामान्य निर्वाह निधि;
- (छ) "छुट्टी" से तात्पर्य है मूल नियमों से या संशोधित छुट्टी नियम 1933 से स्वीकृत किसी प्रकार की छुट्टी।
- (ज) "बोर्ड का सेवक" से तात्पर्य है केन्द्रीय सरकार या राज्य सरकार की सेवा करने वाले व्यक्ति के अलावा बोर्ड की सेवा में वेतन पानेवाला अफसर या बोर्ड का सेवक है, जिसकी सेवा बोर्ड को उधार दी गयी है या हस्तांतरित की गयी है।
- (झ) "वर्ष" से तात्पर्य है वित्तीय वर्ष।

(2) यहाँ प्रयुक्त लेकिन स्पष्ट नहीं किये हुए शब्द व भाषा को क्रमशः अधिनियम तथा निर्वाह निधि अधिनियम 1925 (19/1925) या मूल नियमों में निर्धारित शर्तों का प्रसंगानुसार प्रयोग होंगे।

3. निधि का संविधान :— (1) निधि रूप्यों में सुरक्षित रहेगी।
(2) निधि में ये सम्मिलित रहेंगे—

- (1) प्रस्तुत उपनियमों के अनुसार "निधि" में अदा की हुई सभी रकम;
- (2) कोयल बोर्ड के उपनियमों 18 (1) (कर्मचारियों की सेवा संबंधी व्यवहार शर्तों एवं लेखाओं का अनुपालन उप-नियम

1955) की व्यवस्थाओं के अनुसार पेंशन सुविधा के लिए विकल्प दिये हुए व्यक्तियों की जमा की हुई रकम और उस की सूद जो बोर्ड के 'अंशदायी' निर्वाह निधि में, सदस्य के नाम पर जमा हो;

- (3) केन्द्रीय सरकार की स्वीकृति के साथ, समय समय पर बोर्ड द्वारा निश्चित परिचर्जन;
- (4) उधारों, निक्षेपों तथा निवेशों से प्राप्त आय।

(3) ऐसी रकम जिसकी अदायगी भुगतानी के पाँच सालों के भीतर नहीं होती हो, उसे निधि वर्ष के अन्त में उधार के रूप में ग्रहण करेगी। ऐसी रकम की अदायगी सभापति के आदेशों के अनुसार ही की जायेगी।

4. निधि का प्रबंध :— निधि बोर्ड के अधिकार में रहेगी और कोयल बोर्ड के उपनियम 25 एवं 26 [कर्मचारियों की सेवा संबंधी व्यवहार संबंधी शर्तों का लेन देन एवं लेखाओं का अनुपालन (संरक्षण)] उपनियम, 1955 के अनुसार निर्धारित तरीके से निधि का प्रबंध तथा निवेश किया जायेगा।

5. पात्रता की शर्तें :— कोयल बोर्ड के उपनियम 18 (3) की व्यवस्थाओं (कर्मचारियों की सेवा संबंधी और व्यवहार संबंधी शर्तों का लेन देन एवं लेखाओं का अनुपालन) उप नियम 1955 के आधार पर बोर्ड की अंशदायी निर्वाह निधि की सुविधा प्राप्त व्यक्तियों को छोड़कर एक वर्ष लगातार सेवा किये हुए बोर्ड के सभी अस्थायी कर्मचारी सभी स्थायी कर्मचारी तथा पुनर्नियुक्त पेंशन भोगी सब इस निधि के सदस्य बन सकेंगे।

पुनर्नियुक्त पेंशन भोगी अपना विकल्प देकर सामान्य निर्वाह निधि में अंशदान कर सकते हैं।

नोट 1 :—इस उपनियम के वास्ते शिक्षाधीन एवं परीक्षाधीन व्यक्तियों को अस्थायी बोर्ड कर्मचारियों के रूप में विचार किया जाएगा।

नोट 2 :—बोर्ड का कोई अस्थायी कर्मचारी जो किसी महीने के मध्य में एक वर्ष लगातार की सेवा पूर्ण करता हो, वह उत्तरवर्ती से ही निधि का सदस्य बन सकेगा।

नोट 3 :—सरकार की विधि या उसके द्वारा नियंत्रित निगम निकाय के अधीन सेवा करते वक्त बोर्ड के अधीन के अस्थायी पदों पर स्थापित व्यक्तियों को निगम निकाय के अधीन की सेवा इस उप नियम के वास्ते बोर्ड के अधीन की सेवा के रूप में विचार करना चाहिए। उस निगम के अधीन पढ़ते ही उसने एक साल की सेवा पूर्ति की है तो उसे बोर्ड की सेवा में शामिल होने के तुरन्त बाद ही निधि का सदस्य बनने की सुविधा देनी चाहिए।

6. नामनिर्देशन :— (1) कोई सदस्य, निधि में शामिल होने के वक्त ही सचिव को नाम निर्देशन भेजे जिसमें वह रकम की भुगतानी के पहले या भुगतानी होने पर भी अदायगी न होने की अवस्था में उस की मृत्यु हो जाये तो निधि में उस के नाम पर जमा की हुई रकम को प्राप्त करने का अधिकार एक या एक से अधिक व्यक्ति को प्रदान करें।

अर्शत की निधि में शामिल होते समय सदस्य का अपना परिवार हो तो अपने परिवार के अंग या अंगों की नाम निर्देशन करना चाहिए।

निधि में शामिल होने के पहले, सदस्य से और किसी निर्वाह निधि का नाम निर्देशन हुआ हो और ऐसे अन्य किसी निधि की रकम "निधि" में परिवर्तन हुई तो प्रस्तुत उपनियम के अनुसार नाम निर्देशन करने तक प्रस्तुत उपनियम के अनुसार विधिवत् किए हुए नाम निर्देशन के रूप में वस्तावेज किया जाएगा।

(2) यदि सदस्य ने धारा (1) के अनुसार एक से अधिक व्यक्तियों का नामनिर्देशन किया हो तो उसे स्पष्ट रूप से नामनिर्देशन में व्यक्त

करना चाहिए कि हर एक निर्दिष्ट नामा (नामिनी) को कितना हिस्सा देय हो ताकि उसके नाम पर जमा हुई पूरी रकम की व्यवस्था हो जाए।

(3) हर एक नाम निर्देशन प्रथम अनुसूची द्वारा प्रकाशित रूप पत्रों में से किसी एक में होना चाहिए जो परिस्थिति के अनुकूल हो।

(4) सदस्य सचिव को लिखित सूचना भेजकर किसी भी समय नाम-निर्देशन को रद्द कर सकता है।

(5) सदस्य अपने नाम निर्देशन में निम्नलिखित व्यवस्था करें :—

(क) किसी स्पष्ट निर्दिष्ट नामा के विषय में, सदस्य से पूर्व उसकी मृत्यु होने की अवस्था में उक्त निर्दिष्ट नामा पर प्रदान किया हुआ अधिकार नामनिर्देशन में व्यक्त किये हुए ऐसे अन्य व्यक्ति या व्यक्तियों को परिवर्तित किया जाएगा, और ये अन्य व्यक्ति या कई व्यक्ति वे ही होंगे जो सदस्य के परिवार ही के भ्रंग हों, यदि सदस्य के परिवार में ऐसे एक या अधिक भ्रंग हों।

प्रस्तुत धारा के अनुसार यदि सदस्य एक से अधिक व्यक्ति का नामनिर्देशन करे तो उसे निर्दिष्ट प्रत्येक व्यक्ति को देय रकम या हिस्से को स्पष्ट करना चाहिए जिससे निर्दिष्ट नामा को देय संपूर्ण रकम की पूरी व्यवस्था हो जाए।

(ख) वह नामनिर्देशन ऐसी विशेष परिस्थिति में अमान्य होगा जबकि कोई आकस्मिकता पैदा हो।

बशर्ते कि यदि नामनिर्देशन करते समय सदस्य का कोई परिवार न हो, तो वह नाम निर्देशन में वह व्यवस्था कर सकता है कि जब वह परिवार प्राप्त करे तो उसका नाम-निर्देशन अमान्य हो।

बशर्ते और कि नामनिर्देशन करते समय सदस्य के परिवार में एक ही भ्रंग हो तो वह नामनिर्देशन में ऐसी व्यवस्था कर सकता है कि उप-धारा (क) के आधार पर दूसरे निर्दिष्ट नामा को प्रवृत्त अधिकार अमान्य माना जाएगा यदि बाव सदस्य के परिवार में अन्य भ्रंग या भ्रंगों की प्राप्ति करें।

(6) किसी निर्दिष्ट नामा की मृत्यु के तुरन्त बाद जिसके संबंध में धारा (5) की उपधारा (ए) के आधार पर कोई विशेष शर्त न रखी गई हो या ऐसी कोई घटना के घटित होने की हालत में जिसके कारण धारा (5) की उपधारा (बि) के अनुसार प्रस्तुत नाम-निर्देशन अमान्य हो जाये या इसके ऊपर कोई शर्त हो तो सदस्य सचिव के नाम प्रस्तुत उपनियम के अनुसार बनाए गये नामनिर्देशन के साथ अपने पूर्व नामनिर्देशन को रद्द करते हुए एक लिखित सूचना भेजे।

(7) सदस्य को हर नामनिर्देशन तथा हर निरसन की लिखित सूचना, जहां तक वह मान्य हो, सचिव से उसकी प्राप्ति होने की तारीख से प्रभाव में आये।

स्पष्टीकरण:—प्रस्तुत उपनियम में संदाय की अन्य कोई मांग न हो तो व्यक्ति या व्यक्तियों के अंतर्गत एक कंपनी, संघ या व्यक्तियों की मंडली आ सकते हैं जो समाविष्ट हो या न हो।

7. सदस्य की लेखाई:—हर सदस्य के नाम एक खाता शुरू किया जाएगा जिसमें उसकी सदस्यता तथा उस पर उपनियम 12 धारा (2) में निर्धारित रीति से गणना की हुई सूद और साथ ही साथ निधि से ली हुई पेगगी निकासी वर्ज की जाएगी।

8. सदस्यता की शर्तें:—(1) सदस्य को हर महीने निधि में सदस्यता भरती होगी, ऐसे समय को छोड़कर जब कि वह निलंबन में हो।

बशर्ते कि सदस्य औमत वेतन की छुट्टी अथवा एक महीने या 30 दिनों से कम अवधि की अर्जित छुट्टी को छोड़कर और किसी छुट्टी के समय अपने विकल्प से सदस्यता न भरे।

बशर्ते और कि सदस्य को निलंबन की अवधि के बाद बहाली होने पर उसके विकल्प से एक या अधिक किस्तों में कोई रकम जो उक्त अवधि के वास्ते अवशिष्ट सदस्यता की अधिकतम रकम से ज्यादा न हो, तो सदस्यता के रूप में भरने की अनुमति दी जाएगी।

(2) सदस्य अपनी छुट्टी के समय सदस्यता न भरने के चुनाव को निम्नलिखित तरीके से इंगित करे कि—

(क) यदि अपना वेतन बिल स्वयं आहरण करने वाला पदाधिकारी है तो छुट्टी प्रविष्ट होने के बावज़ूह अपने पहले वेतन बिल में सदस्यता के वास्ते रकमी न करें।

(ख) यदि वह स्वयं वेतन बिल आहरण करनेवाला पदाधिकारी न हो तो छुट्टी में प्रविष्ट होने के पहले सचिव को लिखित सूचना दे। उचित एवं समय पर सूचना देने में चूक जाने पर तो माना जाएगा कि उसने सदस्यता भरने का चुनाव किया है।

नोट:—इस उपधारा के अनुसार एक बार विकल्प देने पर वही अनिवार्य होगा।

(3) कोई सदस्य जिसने उप नियम 20 के अनुसार निधि में उसके खाते में जमा रकम से निकासी करे तो उस के काम पर लौटने तक सदस्यता न भरे।

(1) सदस्यता की दर:—(1) सदस्य निम्नलिखित शर्तों के आधार पर स्वयं अपनी सदस्यता की रकम निर्धारित कर सकता है, यदि:—

(ए) वह पूर्ण रूप से व्यक्त किया गया हो;

(बी) इस प्रकार व्यक्त रकम उसकी संपूर्ण उपलब्धि के 6 प्रतिशत से कम न हो और उसकी संपूर्ण उपलब्धि से ज्यादा न हो।

(2) धारा (1) के सम्बन्ध में उपलब्धियों से मतलब—

(क) ऐसे सदस्य के संबंध में जो पूर्वगामी वर्ष के मार्च 31 तारीख को बोर्ड की सेवा में हो, उस तारीख को जिस उपलब्धि के लिए हकदार हो, वही हो।

बशर्ते कि—

(1) यदि सदस्य उक्त तारीख को छुट्टी पर हो और ऐसी छुट्टी कि अवधि के बरम्मान सदस्यता न भरने का चुनाव किया हो या उक्त तारीख को वह निलंबन में हो, उसकी उपलब्धि उसके काम पर लौटने के पहले दिन का वह जिस उपलब्धि के हकदार होवही होगी।

(2) यदि सदस्य उक्त तारीख को भारत के बाहर प्रतिनियुक्त हो या उक्त तारीख को छुट्टी पर हो और लगातार छुट्टी पर रहे तथा उसने ऐसी अवधि में सदस्यता भरने का चुनाव दिया है, तो उसकी उपलब्धि वही होगी जिसके लिए भारत में काम पर रहने की हालत में वह हकदार रहा होगा।

(ख) ऐसे सदस्य के विषय में जो पूर्वगामी वर्ष की तारीख 31 मार्च को बोर्ड की सेवा में न हो तो उसकी उपलब्धि उसकी निधि में शामिल होने के दिन वह जिस उपलब्धि के हकदार होवही हो।

(3) सदस्य प्रतिवर्ष अपनी मासिक सदस्यता की रकम का नियत निश्चित संसूचना के द्वारा भ्रषवा जैसी भी स्थिति हो निम्नलिखित तरीके से सचिव को सूचित करे:—

- (क) यदि वह पूर्वगामी वर्ष की ता० 31 मार्च को काम पर हो, प्रस्तुत महीने के वेतन बिल में इसके मद्दे, जो कमी करे;
- (ख) यदि वह पूर्वगामी वर्ष के तारीख 31 मार्च को छुट्टी पर हो और ऐसी अवधि में सदस्यता न भरने का चुनाव दिया हो, या उक्त तारीख को वह निर्वहन में हो, तो उसके काम पर लौटने के बाद के पहले वेतन बिल में इसके मद्दे जो कमी करे;
- (ग) यदि वह बोर्ड की सेवा में उसी वर्ष पहले पहल शामिल हुआ हो, उस महीने के वेतन से जो कमी करे जिसमें वह निधि में शामिल होता हो;
- (घ) यदि वह पूर्वगामी वर्ष की तारीख 31 मार्च को छुट्टी पर हो और लगातार छुट्टी पर रहे और उसने ऐसी अवधि में सदस्यता भरने का चुनाव दिया हो, तो उस महीने के वेतन बिल से जो कमी करता हो;
- (ङ) यदि वह पूर्वगामी वर्ष की तारीख 31 मार्च को विदेश सेवा में हो, चालू वर्ष के अप्रैल महीने में सदस्यता के मद्दे उसके द्वारा बोर्ड में जो रकम जमा की गयी हो।

(4) इस प्रकार नियतन की गयी रकम में वर्ष की अवधि में किसी भी समय वृद्धि या कमी की जा सकती है;

बशर्ते कि कम की हुई रकम धारा (1) के अनुसार निर्धारित न्यूनतम रकम से कम नहो;

बशर्ते और कि यदि कोई सदस्य किसी कैलण्डर महीने के एक हिस्से की प्रबैतनिक या अर्ध वैतनिक या अर्ध ओसतन वेतन की छुट्टी पर हो और ऐसी छुट्टी की अवधि में सदस्यता भरने का चुनाव दिया हो तो सदस्यता भरने की रकम उपर्युक्त निर्देश से अन्य छुट्टी सहित काम पर लगे दिनों की रकम की अनुपातिक होगी।

10. विदेश सेवा में स्थानांतरण अथवा भारत से बाहर प्रतिनियुक्ति :— जब कोई सदस्य विदेश सेवा में स्थानांतरण हो या भारत के बाहर प्रतिनियुक्त होकर भेजा जाय, तो निधि की व्यवस्था के अधीन वह पूर्ववत रहे मानो उसका स्थानांतरण न किया गया हो अथवा प्रतिनियुक्त होकर भेजा न गया हो।

11. सदस्यता की वसूली :—(1) बोर्ड को किसी भी सदस्य की उपलब्धियों से, उससे प्राप्य सदस्यता की तथा निधि से यदि कुछ पेशगी दी गयी हो तो उसके मूल एवं सूद की कमी करने का अधिकार होगा।

(2) जब और किसी स्रोत से उपलब्ध का आहरण हुआ हो तो सदस्य को अपना देय मन्चिब को मासिक रूप से अग्रसारित करना होगा;

बशर्ते कि ऐसे किसी सदस्य के संबंध में जो निजी या सरकार द्वारा नियंत्रित किसी निगम निकाय को प्रतिनियुक्त हुआ हो, सदस्यता की रकम ऐसे निकाय द्वारा वसूल की जानी चाहिए और सचिव को अग्रसारित करनी चाहिए।

12. सूद :—(1) बोर्ड सदस्य के नाम जमा किये हुए खाने में ऐसे दरो पर सूद भ्रवा करें जो समय-समय पर की गयी गणना के तरीके के अनुसार हर साल केन्द्र सरकार द्वारा सामान्य निर्वाह निधि (केन्द्रीय सेवाये) के लिए निश्चय किया गया हो।

बशर्ते कि, यदि किसी साल में निश्चित सूद का दर 4 प्रतिशत से कम हो, निधि के सभी सदस्यों को उसके पूर्वगामी वर्ष में पहली बार 4 प्रतिशत से कम दर पर निश्चित किया गया हो तो, 4 प्रतिशत के दर पर सूद दिया जायेगा;

बशर्ते और कि यदि कोई सदस्य उप नियम 23 में निर्दिष्ट किसी भी निर्वाह निधि में पहले सदस्यता भ्रवा करे और उसकी सदस्यता उस पर प्राप्त सूद के साथ, प्रस्तुत उप नियम के अधीन इस निधि में उसके खाते में परिवर्तित हुई हो और यदि वह प्रस्तुत उप नियम की पहली शर्त के समान ही किसी व्यवस्था के अधीन वही सूद का दर प्राप्त कर रहा हो तो उसे 4 प्रतिशत का सूद दर दिया जाएगा।

(2) सूद हर वर्ष ता० 31 मार्च से प्रभावी रूप से निम्नलिखित तरीके से जमा किया जाएगा—

- (1) किसी सदस्य के खाते में पूर्वगामी वर्ष के अन्तिम दिन को, कोई रकम चालू साल में निकासी की गई हो उसको कम कर, जमा की हुई रकम का 12 महीनों का सूद;
- (2) चालू साल में निकासी की गयी रकमों पर, चालू साल के प्रारंभ से लेकर निकासी की तारीख के महीने के पूर्वगामी महीने के अन्तिम दिन तक का सूद;
- (3) पूर्वगामी वर्ष के अन्तिम दिन के बाद सदस्य के खाते में जमा की हुई सभी रकमों पर—निक्षेप की तारीख से चालू साल के अन्त तक का सूद,
- (4) सूद की पूर्ण राशि निकटतम पूर्ण रुपये में धारण की जाएगी। (पचास पैसे की गणना निकटतम उच्च रुपये में की जाएगी) :

बशर्ते कि जब किसी सदस्य के खाते में जमा की हुई रकम की भुगतानी हो जाय, तो चालू वर्ष के प्रारंभ से या निक्षेप के दिन से लेकर, जैसी स्थिति हो, सदस्य के खाते में जमा की हुई रकम की भुगतानी होने की अवधि के लिए ही प्रस्तुत उप नियम के अनुसार सूद दिया जाएगा।

(3) प्रस्तुत उप नियम में, निक्षेप की तारीख, उपलब्धियों वसूली की दशा में, वसूली के महीने की पहली तारीख मानी जायगी और सदस्य के द्वारा अग्रसारित होने की दशा में, प्रस्तुत महीने की पांचवी तारीख के अन्तर मन्चिब के द्वारा प्राप्त की गई हो तो उस महीने की पहली तारीख को ही प्राप्त मानी जाएगी, लेकिन वह पांचवी तारीख को या उसके बाद प्राप्त हो तो अगले महीने की पहली तारीख को प्राप्त मानी जाएगी :

बशर्ते कि जब किसी सदस्य के वेतन या छुट्टी का वेतन एवं भत्ता लेने में और परिणामस्वरूप निधि के लिए उसकी सदस्यता की रकम की वसूली में विलंब हो, तो ऐसी सदस्यताओं पर का सूद, अमल में प्राप्त महीने का विचार किये बिना उसी महीने से देय होगा जिस महीने से उसका वेतन, या छुट्टी का वेतन नियम के अधीन प्राप्त हो;

बशर्ते और कि उप नियम-11, धारा (2) की शर्त के अनुसार अग्रसारित राशि के संबंध में यदि वह उक्त महीने की पंद्रहवीं तारीख के अन्तर मन्चिब द्वारा प्राप्त हो तो निक्षेप की तारीख उस महीने की पहली तारीख ही मानी जाएगी।

(4) उप नियम 19, 20 या 21 के अधीन देय किसी भी रकम के अनिवार्य अदायगी के महीने के पिछले महीने के अंत तक का सूद या ऐसी रकम जिस व्यक्ति को देय हो उसके लिए भुगतानी होने के महीने के बाद छठे महीने के अन्त तक का सूद :

बशर्ते कि यदि सचिव ने उस व्यक्ति को (या उसके अधिकर्ता को) नकद रूप से उस रकम की अदायगी के लिए तैयार होने की तारीख की लिखित सूचना दी हो अथवा उस व्यक्ति को अदायगी का बैंक ड्राफ्ट द्वारा प्रेषित किया हो, तो जैसी स्थिति हो सूचना देने की तारीख की पूर्वगामी महीने के अन्त तक ही अथवा बैंक ड्राफ्ट पर प्रेषित करने के दिन तक ही सूद देय होगा।

(5) उप नियम 11 की धारा (2), उप नियम 14 की धारा (5), उप नियम 19 अथवा 20 के अधीन सदस्य के खाते में जमा की हुई राशि का सूद जो धारा (1) के अधीन उत्तरोत्तर नियत किया गया

हो और जहाँ तक उस में ज़िम रीति से नियत हो, ऐसे दरो पर किया जाय।

13. निधि की ओर से पेशगी :—(1) निम्नलिखित एक या अधिक प्रयोजन के लिए सचिव किसी सदस्य को, पेशगी जो पूर्ण रुपये में हो और जो तीन महीने के वेतन से अधिक अथवा निधि में जमा की हुई रकम के आधे से अधिक न हो और जो भी कम हो, सम्मोदन कर सकता है।

(क) किसी सदस्य के या उस पर वास्तविक रूप से आश्रित किसी व्यक्ति की बीमारी अथवा अशक्तता से संबंधित खर्च और जहाँ आवश्यक हो यात्रा के खर्च को भी सम्मिलित करके अदा करने;

(ख) किसी सदस्य के या उस पर वास्तविक रूप से आश्रित किसी व्यक्ति की उच्च शिक्षा के खर्च और जहाँ आवश्यक हो यात्रा के खर्च को भी सम्मिलित करके निम्नलिखित स्थिति में अदा करने जैसे :—

(1) हाई स्कूल के स्तर से परे भारत के बाहर किसी शैक्षिक, प्रा-विधिक, पेशेवर अथवा व्यावसायिक पाठ्यक्रम की शिक्षा के लिए; और

(2) हाई स्कूल के स्तर से परे भारत के अन्दर किसी चिकित्सक, इंजीनियरी अथवा अन्य प्राविधिक अथवा विशेष पाठ्यक्रम के लिए, बशर्ते कि उक्त पाठ्यक्रम की अवधि तीन साल से कम न हो;

(ग) सदस्य के अथवा उस के बच्चों अथवा उस पर वास्तविक रूप से आश्रित व्यक्तियों के विवाह, अथवा अन्य समारोहों से संबंधित रिवाजी व्यवहारों के अनुसार सदस्य के द्वारा अपनी स्थिति के उपयुक्त रूप से अनिवार्य व्यय करने के लिए :

बशर्ते कि वास्तविक आश्रितता की शर्त सदस्य के बेटे अथवा बेटों के संबंध में लागू नहीं हो।

बशर्ते और कि वास्तविक आश्रितता की शर्त सदस्य के माता-पिता के अत्येष्टि संस्कार के व्यय के लिए आवश्यक पेशगी के संबंध में लागू न हो।

(घ) सदस्य के द्वारा अपने पदीय, कर्तव्य निर्वहण के दरम्यान किये हुए अथवा करने के अभिप्रेत कार्य के विरुद्ध लगाये गए आरोपों से अपने पद की रक्षा के लिए वायर किये हुए कानूनी कार्रवाई के खर्च के लिए इस मामले में प्राप्य पेशगी उसी प्रयोजन के लिए किसी अन्य स्रोत से स्वीकार्य पेशगी के अतिरिक्त हो सकती है।

बशर्ते कि इस धारा के अधीन पेशगी उस सदस्य के लिए स्वीकार्य नहीं होगी जो या अपने पदीय कर्तव्य से न संबंध रखने वाले किसी मामले के विषय में या किसी सेवा की शर्तों या उस पर आरोपित वंट के विषय में बोर्ड के विरुद्ध किसी न्यायालय में कानूनी कार्रवाई वायर करे;

(ङ) जहाँ कोई सदस्य अपने पक्ष में आरोपित किसी सरकारी दुराचरण के मामले में बोर्ड के द्वारा किसी न्यायालय में गिरफ्तारी से अपनी रक्षा के लिए अथवा जहाँ कोई सदस्य जाच से अपनी रक्षा के लिए किसी वकील को नियुक्त करता हो, तो उस व्यय के लिए।

(2) किसी भी सदस्य को, बिना किसी लिखित अभिलेखबद्ध विशिष्ट कारण के, धारा (1) में निर्धारित सीमा से अधिक अथवा किसी पूर्व पेशगी की तथा उस पर लगे सूद की अन्तिम फिस्त रकम की अदायगी तक पेशगी की स्वीकृति नहीं होगी, बशर्ते कि यदि वह कारण गोपनीय स्वभाव का हो तो वह सचिव को व्यक्तिगत रूप से और अथवा गोपनीय रूप से सूचित करें।

नोट :—इस उप नियम के प्रयोजन के लिए वेतन में जहाँ स्वीकार्य हो महंगाई वेतन भी सम्मिलित होगा।

14. पेशगी की वसूली :—(1) किसी सदस्य से पेशगी ऐसी समान मासिक किश्तों में वसूल किया जाय जैसे सम्मोदन प्राधिकारी निर्देश दें; लेकिन ऐसी किश्त यदि सदस्य ऐसा चुनाव न करे तो बारह से कम न हो और चौबीस से अधिक न हो। विशिष्ट मामलों में जहाँ पेशगी की रकम उप नियम 13 की धारा (2) के अधीन सदस्य के तीन महीने के वेतन से परे हो, तो सम्मोदन प्राधिकारी ऐसी किश्त संख्या निश्चित करे जो चौबीस से अधिक हो, लेकिन किसी भी हालत में छत्तीस से अधिक न हो। सदस्य अपने विकल्प से महीने में एक से अधिक किश्त दे सकता है। हर एक किश्त पूर्ण रुपये की रकम होगी, ऐसी किश्तों को निश्चित करने के लिए, आवश्यक हो तो पेशगी की रकम बढ़ायी या घटायी जा सकती है।

(2) (क) सदस्यता की वसूली के लिए उप नियम 11 में निर्धारित तरीके से पेशगी की वसूली की जाये, और वसूली का आरंभ पेशगी की निकासी के महीने के अनुवर्ती महीने के वेतन देने के साथ होगा।

(ख) सदस्य की महमति के बिना वसूली न की जाये, जबकि वह निर्वाह अनुदान प्राप्त कर रहा हो अथवा आयल वेतन की छुट्टी के अतिरिक्त किसी छुट्टी पर हो अथवा 30 दिनों के महीने से कम अवधि की अर्जित छुट्टी पर हो, जैसी भी स्थिति हो। सदस्य की लिखित अनुरोध पर उस को प्रदत्त वेतन पेशगी की वसूली के दरम्यान सम्मोदन प्राधिकारी से वसूली स्थगित की जाये।

(3) यदि एक से अधिक पेशगी सदस्य को दी गयी हो, तो हर एक पेशगी वसूली के प्रयोजन के लिए पृथक मानी जाये।

(4) (क) पेशगी की मूल रकम की पूर्ण अदायगी के बाद, उस पर का सूद निकासी और मूल रकम की पूर्ण अदायगी की अवधि के दरम्यान मास या मासांश के लिए मूल रकम के एक बटा पांच प्रतिशत के दर से अदा किया जाए;

(ख) साधारण रूप से मूल रकम की पूर्ण अदायगी के बाद के महीने में एक ही किश्त में वसूल किया जाए, लेकिन उप-धारा (1) में उल्लिखित अवधि बारह महीनों से परे हो, यदि सदस्य ऐसा चाहे तो सूद से समान मासिक किश्तों में वसूल किया जाए। वसूली का तरीका धारा (2) में निर्धारित प्रकार से हो। अदायगी उप नियम 12 की धारा (2) की उप-धारा (4) में निर्धारित प्रकार से निकटतम पूर्ण रुपये में निश्चित की जाए।

(5) यदि किसी सदस्य को पेशगी स्वीकृत हो और उस से निकासी हो चुकी हो और बाद की अदायगी पूर्ण होने के पहले पेशगी अस्वीकृत हो जाये, तो पूर्ण अथवा निकासी की हुई रकम का शेषांश उप नियम 12 में दिये गये दर के सूद सहित सदस्य को निधि में तत्काल अदा करना हो, अथवा चुकने पर, सचिव से सदस्य की उपलब्धियों से कमी करके एक मुक्त अथवा पेशगी सम्मोदन करने के दहा अधिकारी द्वारा निर्देशित रीति से ऐसे मासिक किश्तों में जो बारह महीनों से परे न हो जिस के लिए उप नियम 13 की धारा (2) के अधीन विशेष कारण अपेक्षित है, वसूल करने की आज्ञा दी जाये।

(6) प्रस्तुत उप नियम के अधीन की हुई वसूली, निधि में सदस्य के खाते में जैसे जमा किया जाता है, वैसे ही जमा किया जाए।

15. पेशगी का सदोष उपयोग :—इन उपनियमों में निहित किसी में बाध न हो इस रूप में, यदि सम्मोदन प्राधिकारी इस बात पर संतुष्ट हो कि उप नियम 13 के अनुसार निधि से पेशगी के रूप में निकासी की गयी रकम का, जिस प्रयोजन के लिये रकम की निकासी हुई थी, उसमें भिन्न उपयोग हुआ हो तो चिवादास्पद रकम उप नियम 12 में दिये गये दर के सूद सहित तत्काल सदस्य के द्वारा अदायगी करनी होगी, अथवा, चुकने पर, एक मुक्त अथवा ऐसे मासिक किश्तों में जो सचिव/सभापति के द्वारा

निश्चित हो, सदस्य की उपलब्धियों से कमी करके वसूल करने की आज्ञा दी जा सकती है, यद्यपि वह छूटी पर हो। यदि संपूर्ण देय रकम सदस्य की उपलब्धियों के आधे से अधिक हो, तो उसने पूर्ण रकम की अदायगी तक उस की उपलब्धियों से मासिक किश्तों में वसूली की जाये।

नोट :—इस उपनियम में 'उपलब्धि' पद में निर्वाह अनुदान सम्मिलित नहीं होगा।

16. निधि से निकासी :—इधर उल्लिखित शर्तों के अधीन, सदस्य की बीम वर्ष का सेवा की पूर्ति के बाद (सेवा की आंशिक अवधि, यदि कुछ हो तो), को सम्मिलित करके) अथवा सेवा निवृत्ति अथवा अधिवर्षता की तारीख के पूर्व दस वर्ष के अन्दर, जो भी पहले हो, निधि में उसके खाते में जमा की हुई रकम से सचिव के द्वारा, निम्नलिखित एक या अधिक प्रयोजनों के लिए, निकासी की स्वीकृति दी जाये, जैसे :—

- (क) सदस्य के किसी बालक की उच्च शिक्षा के खर्च के लिए, जहां आवश्यक हो यात्रा के खर्च को भी सम्मिलित करके, निम्नलिखित स्थितियों में, जैसे :—
- (1) हाई स्कूल के स्तर से परे भारत के बाहर की किसी शैक्षिक, प्राविधिक, पेशेवर अथवा व्यावसायिक पाठ्यक्रम की शिक्षा के लिए;
- (2) हाई स्कूल के स्तर से परे भारत के अन्दर किसी चिकित्सक, इंजीनियरी अथवा अन्य प्राविधिक अथवा विशेष पाठ्यक्रम के लिए, बशर्ते कि उक्त पाठ्यक्रम की अवधि तीन वर्ष से कम न हो;
- (ख) सदस्य के बेटों अथवा बेटियों के और वास्तविक रूप से उस पर आश्रित किसी स्त्री बन्धु के विवाह के संबंध में होने वाले खर्च के लिए;
- (ग) सदस्य के अथवा वास्तविक रूप से उस पर आश्रित किसी व्यक्ति की बीमारी से संबंधित जहां आवश्यक हो यात्रा के व्यय को भी सम्मिलित खर्च के लिए;
- (घ) सदस्य के आवास के उपयुक्त मकान बनाने अथवा घर अजित करने, स्थल की कीमत को भी सम्मिलित करके, अथवा इसी प्रयोजन के लिए स्पष्टतः लिए हुए ऋण के खाते की बकाया रकम की अदायगी के लिए, अथवा सदस्य के द्वारा पहले ही अजित अथवा निजी मकान के पुनर्निर्माण, अथवा जोड़ अथवा परिवर्तन करने के खर्च के लिए;
- (ङ) गृह के लिए आवश्यक स्थल खरीदने अथवा स्पष्टतः प्रस्तुत प्रयोजन के लिए लिए हुए ऋण की बकाया रकम की अदायगी के लिए;
- (च) उप धारा (इ) के अधीन खरीदे हुए स्थल पर घर के निर्माण के लिए।

नोट :—ऐसा सदस्य, जिसने निर्माण और आवास मंत्रालय के गृह-निर्माण प्रयोजन के अनुदान की योजना के अन्तर्गत कोई पेशगी पहले ही प्राप्त की हो, अथवा और किसी सरकारी स्रोत से अथवा बोर्ड से इस प्रयोजन के लिए सहायता अनुमत हो, उपधारा (ङ), (इ) और (एफ) के अधीन उन में विनिर्दिष्ट प्रयोजन के लिए और साथ ही उप नियम 17 की धारा (1) की शर्तों में विनिर्दिष्ट सीमा के अनुसृत पूर्वोल्लिखित योजना के अधीन लिए हुए ऋण की अदायगी के लिए पेशगी की अन्तिम निकासी के लिए योग्य होगा।

17. निकासी की शर्तें—(1) सदस्य के द्वारा किसी भी समय उप नियम 16 में विनिर्दिष्ट एक या अधिक प्रयोजन के लिए निधि में उसके खाते में जमा की गई रकम से निकासी की हुई रकम साधारणतः ऐसी रकम के आधे से अथवा छः महीने के वेतन से, जो भी कम हो, परे न हो। सम्मोदन प्राधिकारी, जैसे भी हो, (1) जिस लक्ष्य के लिए निकासी की जा रही हो उसका, (2) सदस्य की पदस्थिति का और (3) निधि में उस के खाते में जमा की हुई रकम का उचित विचार करते हुए, प्रस्तुत सीमा के परे, निधि में उस के खाते में जमा की हुई रकम के शेषांश के 3/4 हिस्से तक पेशगी को निकासी का सम्मोदन दे सकेगा।

बशर्ते कि ऐसे सदस्य के संबंध में जिसने निर्माण और आवास मंत्रालय के गृह-निर्माण प्रयोजन के अनुदान की योजना के अन्तर्गत कोई पेशगी पहले ही प्राप्त की अथवा और किसी सरकारी स्रोत से अथवा बोर्ड से सहायता अनुमत हो, इस धारा के अधीन निकासी की हुई रकम पूर्वोल्लिखित योजना के अन्तर्गत खाते में हुई पेशगी को रकम अथवा अन्य किसी सरकारी स्रोत अथवा बोर्ड से स्वीकृत सहायता 75,000 रुपये से अथवा पांच वर्ष के वेतन से, जो भी कम हो, परे न हो।

(2) कोई सदस्य, जिसे उप नियम 16 के अधीन निधि से रकम की निकासी करने की अनुमति दी गयी है, सम्मोदन प्राधिकारी को, उन के द्वारा विनिर्दिष्ट उचित अवधि के अन्दर, इस बात पर सन्तुष्ट करें कि रकम का उपयोग उसी प्रयोजन के लिए किया गया है जिसके लिए उस को निकासी की गयी थी, और यदि वह चुकता है तो ऐसी निकासी को हुई सम्पूर्ण रकम अथवा उतनी रकम जो निकासी के प्रयोजन के लिए काम में लाया न गया हो, उप नियम 12 के अधीन उस पर लगे सूद सहित सदस्य के द्वारा तत्काल ही अदायगी करने चाहिए और ऐसी अदायगी से चुकने पर, सम्मोदन प्राधिकारी के द्वारा उस की उपलब्धियों से एक मुश्त अथवा सचिव/समापित के द्वारा निश्चित मासिक किश्तों में वसूली की आज्ञा दी जाये।

18. पेशगी को निकासी के रूप में रूपान्तरण :— कोई सदस्य उपनियम 16 की धारायें (क), (ख) अथवा (ग) में विनिर्दिष्ट प्रयोजनों में से किसी के लिए उपनियम 13 के अधीन जो पेशगी पहले निकासी कर चुका है अथवा भविष्य में निकासी करे, उन में बकाया रकम को (सूद सहित) अपने स्वेच्छा निर्णय अधिकार से, सचिव के नाम, लिखित निवेदन के द्वारा उप नियम 16 और 17 में निर्धारित शर्तों की पूर्ति करने पर, प्रतिम निकासी के रूप में रूपान्तरण कर सकता है।

19. निधि में संचित रकम को अन्तिम निकासी :—जब कोई सदस्य सेवा छोड़ जाता है, तब निधि में उस खाते में जमा की हुई रकम की भुगतानी हो जाये :

बशर्ते कि कोई सदस्य, जो सेवा से पदच्युत हो जाता है और बाद को सेवा में पुनः स्थापित हो जाता है, बोर्ड के द्वारा ऐसा मांगे जाने पर, इस उप नियम के अनुसरण में उस को दी हुई रकम को तथा उस पर उप नियम 12 में उल्लिखित दर पर उप नियम 12 की शर्तों में उल्लिखित तरीकों के सूब सहित अदायगी करे। इस प्रकार अदायगी की हुई रकम निधि में उस के खाते में जमा की जाये।

स्पष्टीकरण 1— कोई सदस्य जिसे अस्वीकृत छुट्टी दी जाती है अनिवार्य सेवा निवृत्ति की तारीख से अथवा बढ़ाई हुई सेवा की समाप्ति पर सेवा को छोड़ा हुआ समझा जाये।

स्पष्टीकरण 2— ठेके पर नियुक्त व्यक्ति को अथवा ऐसे व्यक्ति को, जो सेवा निवृत्त हो और बाद को सेवा भंग के साथ अथवा बिना पुनर्नियुक्ता हो, छोड़कर, कोई सदस्य, जब सेवा भंग के बिना और अपने पूर्व पद में कोई संबंध नाम रखे

बिना किसी राज्य सरकार के अधीन अथवा केन्द्र सरकार के किसी अन्य विभाग में स्थानान्तरण किया जावे (जहाँ वह किसी अन्य भविष्य निर्वाह निधि के नियमों में शामिल हो), ऐसे मामले में, उसकी सदस्यता उसके मूद सहित—

(क) यदि नया पद बोर्ड के किसी अन्य विभाग में हो उस निधि के उपनियम के अनुसार, उस अन्य निधि के उसके खाते में

(ख) यदि नया पद राज्य सरकार/केन्द्र सरकार के अधीन हो, यदि वह सरकार सामान्य अथवा विशेष आदेश के द्वारा सदस्यता और मूद की बबली के लिए सहमति दे तो, संबंधित राज्य सरकार अथवा केन्द्रीय सरकार के अधीन नये खाते में बदली की जाये।

नोट :—स्थानान्तरण के अन्तर्गत बोर्ड की उचित अनुमति के साथ, केन्द्र सरकार में अथवा राज्य सरकार के अधीन, सेवा भंग के बिना नये पद को ग्रहण करने के लिये किये हुए पद-त्याग के मामले भी लिये जाएं; ऐसे मामलों में जहाँ कोई सेवा-भंग हो, उसे अलग स्थानों में स्थानान्तरण के लिए अनुमत कार्य ग्रहण अवधि में सीमित किया जाये वही आमत्र नियुक्ति से अनुमत छुट्टी के मामले में भी लागू हों।

स्पष्टीकरण 3—जब कोई सदस्य, सेवा-भंग के बिना, सरकार की निजी अथवा सरकार द्वारा नियंत्रित निगम निकाय के अधीन सेवा के लिए स्थानान्तरण किया जाये, उसकी सदस्यता की रकम, उसके मूद सहित, उसका न दिया जाये, बल्कि प्रस्तुत निकाय को सहमति के साथ, उस निकाय के अधीन उसके नये भविष्य निर्वाह निधि के खाते में बदली की जाये।

स्थानान्तरण के अन्तर्गत बोर्ड की उचित अनुमति के साथ, सरकार की निजी अथवा सरकार द्वारा नियंत्रित निगम निकाय के अधीन नये पद को ग्रहण करने के लिए, सेवा भंग के बिना किये हुए पद-त्याग के मामले भी लिये जाएं। नये पद को ग्रहण करने के लिए स्वीकृत अवधि सेवा भंग के रूप में न माना जाये, यदि वह किसी सरकारी कर्मचारी के लिए एक पद में दूसरे पद पर स्थानान्तरण के वक्त अनुमत कार्य ग्रहण अवधि से परे न हो।

नोट :—स्पष्टीकरण 3 के शब्दों में, जब कोई सदस्य, सरकार की निजी अथवा सरकार के द्वारा नियंत्रित किसी निगम निकाय की सेवा में, सेवा-भंग के बिना स्थानान्तरित किया जाये, तो उसकी सदस्यता की रकम के बिना स्थानान्तरित किया जाये, तो उस की सदस्यता की रकम तब तक उसके मूद सहित, उसकी न दिया जाना, बल्कि प्रस्तुत निकाय को सहमति के साथ उस निकाय के अधीन नये भविष्य निर्वाह निधि के उसके खाते में जमा किया जाता है। पूर्वोक्त प्रकार के मामलों में, उपनियम 12 की धारा (4) की व्यवस्था के अन्तर्गत में, मूद की अनुमति दी जाये, जैसे कि बोर्ड का, संबंधित कर्मचारी सेवा को छोड़ गया हो। इन उपनियमों के शब्दों में भविष्य निर्वाह निधि के शेषांश रकम का मूद, प्रशासकों के महीने के पूर्वगामी महीने के अन्त तक अथवा, संचित रकम की भुगतानी होने के महीने के छठे महीने के अन्त तक इन अवधियों में जो भी कम हो, अनुमत हो। अतः प्रशासी प्राधिकारियों पर इस बात पर जोर दिया जाता है कि ऐसे मामलों में संबंधित व्यक्ति के स्थानान्तरण के छठे महीने के अन्दर ही यथा शीघ्र भविष्य निर्वाह निधि के शेषांश की बदली प्रभावी बनायी जाय।

20. सदस्य की सेवा निवृत्ति—जब कोई सदस्य—

(क) निवृत्ति पूर्व अवकाश की छुट्टी में प्रवेश करता हो,

(ख) छुट्टी में रहते हुए, सेवा निवृत्ति के लिए अनुमत हो अथवा किसी सक्षम चिकित्सा प्राधिकारी के द्वारा अनन्तर सेवा के लिए अयोग्य घोषित हो ;

तो निधि में उसके खाते में जमा की हुई बकाया रकम, साक्षि के नाम, उसके मरे की हुई प्रार्थना पर, सदस्य की भुगतानी के योग्य बने।

वर्णन कि वह सदस्य यदि सेवा में लौटे तो, बोर्ड के द्वारा ऐसा करने के लिए मांगने पर, हम उपनियम के अनुसार निधि से उसकी वी हुई रकम तथा उपनियम 12 में उल्लिखित दर पर के मूद सहित पेणगी के सम्मोदन करने के सक्षम प्राधिकारी के द्वारा निर्दिष्ट प्रकार से, जिसके लिए उपनियम 13 की धारा (2) के अधीन विशेष कारण अवेधित है, पूर्णरूप से अथवा आंशिक रूप से, नकद अथवा प्रतिभूतियों में, अथवा आंशिक नकद और आंशिक प्रतिभूतियों में, किन्तों में अथवा अन्य प्रकार से, उसकी उपनियमों से बसूलो करके अथवा अन्य प्रकार से, निधि में उसके खाते में अदायगी करे।

21. सदस्य की मृत्यु होने पर स्वीकार्य प्रक्रिया :—किसी सदस्य की मृत्यु जहाँ उसके खाते में जमा की हुई बकाया रकम की भुगतानी होने के पहले अथवा जहाँ रकम की भुगतान हो, उसकी अदायगी करने के पहले, हो जाये—

(1) जब सदस्य का कोई परिवार शेष है—

(क) उपनियम 6 की शर्तों के अनुसार अथवा उसके परिवार के बचे हुए किसी अंग या अंगों के पक्ष में इसके पूर्व लागू किसी नियम/उपनियम के अनुरूपी, निधि में उसके खाते में शेष रकम अथवा उसके अंग, जिससे उसका नाम निर्देशन संबंधित हो, उसके निर्दिष्ट नामा व्यक्ति अथवा व्यक्तियों को नामनिर्देशन में विनिर्दिष्ट अनुपात में देय हो ;

(ख) यदि ऐसा कोई नामनिर्देशन सदस्य के परिवार के अंग अथवा अंगों के पक्ष में बचा न हो, अथवा यदि ऐसा कोई नामनिर्देशन निधि में उसके खाते रकम शेष रकम के अंग से हो संबंधित हो, वह पूर्ण रकम अथवा उसका वह अंग जिससे प्रस्तुत नामनिर्देशन संबंधित न हो, जहाँ भी स्थिति हो, उसके परिवार के किसी अंग अथवा अंगों को छोड़ कर अन्य किसी व्यक्ति अथवा व्यक्तियों के पक्ष में अतिरिक्त किसी नामनिर्देशन के होते हुए भी, उसके परिवार के अंग में समान हिस्सों में देय हो ;

वर्णन कि कोई भी हिस्सा—

(1) वयस्कता प्राप्त बेटों को ;

(2) मृत बेटे के वयस्कता प्राप्त बेटों को ;

(3) विवाहित बेटियों को जिनके पति जीवित हैं ;

(4) मृत बेटे की विवाहित बेटियों को जिसके पति जीवित हैं ; न दिया जाय, यदि उपधारा में (1), (2), (3) और (4) में विनिर्दिष्ट व्यक्तियों को छोड़, परिवार में और कोई सदस्य हो ;

वर्णन और कि किसी मृत बेटे की विधवा अथवा विधवाये और बच्चा अथवा बच्चे, अपने बीच समान अंशों में उसी हिस्से को पायें जिसे वह बेटा जो सदस्य के उत्तर जीवित रहने पर पाया होता और पहली शर्त के उपधारा (1) की व्यवस्थाओं में मुक्त हो,

(2) जब सदस्य का कोई परिवार शेष नहीं रहता, उपनियम 6 की शर्तों के अनुसार अथवा उसके परिवार के बच्चे हुए किसी अंग या अंगों के पक्ष में इसके पूर्व लागू किसी नियम/उपनियम के अनुष्ठी, निधि में उसके खाने में शेष रकम अथवा उसके अंग, जिससे उसका नामनिर्देशन संबंधित हो, उसके निदिष्ट नामा व्यक्ति अथवा व्यक्तियों को नामनिर्देशन विनिर्दिष्ट अनुपात में देय हो।

22. निधि की रकम की अदायगी का तरीका :—(1) जब किसी सदस्य के खाने में जमा की हुई रकम की भुगतानी हो, धारा (3) में व्यवस्थित प्रकार से इसके भट्टे लिखित प्रार्थना की प्राप्ति पर अदायगी करने का, सचिव का कर्तव्य होगा।

(2) यदि इन उपनियमों के अधीन ऐसे किसी व्यक्ति को कोई रकम देय हो, वह पागल हो, जिसकी संपदा के लिए भारतीय पागलपन अधिनियम 1912 के अधीन इसके भट्टे कोई प्रबन्धक की नियुक्ति हुई हो तो अदायगी, पागल को नहीं बल्कि ऐसे प्रबन्धक को देय हो।

(3) कोई व्यक्ति इस उपनियम के अधीन प्राप्य रकम का दावा करना चाहे, सचिव को उसके भट्टे लिखित प्रार्थना भेजे। तिकामी की रकम की भुगतानी भारत में ही की जाए। वे व्यक्ति जिन्हें रकम देय हो, भारत में रकम की प्राप्ति की अपनी ही व्यवस्था करें।

नोट.—उपनियम 19, 20 अथवा 21 के अधीन किसी सदस्य के खाने में जमा की हुई रकम की भुगतानी हो, सचिव को उस अंग की तुरन्त भुगतानी का प्राधिकार दे, जो रकम सदस्य के खाने में जमा की हो और जिसके संबंध में कोई विवाद अथवा शंका न हो, बकाया रकम यथाशीघ्र समायोजित करे।

23. सरकार की निजी अथवा सरकार द्वारा नियंत्रित किसी निगम निकाय के अधीन सेवा में बोर्ड की सेवा में किसी व्यक्ति के स्थानान्तरण पर स्वीकार्य प्रक्रिया:—यदि कोई बोर्ड कर्मचारी निधि की सुविधा में गृहीत हो, पहले सरकार की निजी अथवा सरकार द्वारा नियंत्रित किसी निगम निकाय के अथवा सोसाइटीज पंजीकरण अधिनियम, 1860 के अधीन पंजीकृत किसी स्वायत्त संस्था के अथवा किसी राज्य सरकार अथवा केन्द्र सरकार की भविष्य निर्वाह निधि का सदस्य रहा हो, उसकी सदस्यता की रकम और नियोजक का अंगदान, यदि कुछ हो तो, उस पर के मूद सहित, निकाय की सहमति के साथ निधि में उसके खाने में जमा की जाये। उसकी सेवा बोर्ड के अधीन निवृत्ति वेतन के लिए मानी जाएगी। यदि वह अंगदायी निर्वाह निधि का सदस्य रहे तो उसके विकल्प में नियोजक के अंगदान को उस पर के मूद सहित बोर्ड को वापस करे, उसके बाद उसके स्थायी स्थानान्तरण की तारीख के पूर्व की सेवा निवृत्ति वेतन के लिए मानी जाएगी।

24. व्यतिरिक्त मामलों में नियम की शर्तों से छूट:—अब बोर्ड को इन उपनियमों में से किसी एक के परिचालन के सदस्य को अनुचित कठिनाई का कारण बनने अथवा बनने की संभावना होने की संतुष्टि हो, तो बोर्ड इन उपनियमों में सम्मिलित किसी बात के होने हुए भी ऐसे सदस्य के मामले में इस प्रकार व्यवहार करे जो उनको न्याय और साम्यिक दोष हो।

25. सदस्य का वेय वार्षिक लेखा विवरण:—(1) हर वर्ष के अंत के बाद यथाशीघ्र सचिव हर सदस्य को प्रस्तुत वर्ष के अप्रैल पहली तारीख का आवेदि शेष, जमा की हुई अथवा खर्च में निम्नी पूर्ण रकम, वर्ष के मार्च 31 वी तारीख को जमा की, मूद की पूर्ण रकम और उस तारीख के अनुसार अन्त शेष दिखाने हुए निधि में उसके खाने का विवरण भेजे। सचिव लेखा विवरण के साथ एक पूछ-नाछ विवरण भी संलग्न करे, कि यदि वह सदस्य—

(क) उपनियम 6 के अधीन अथवा इसके पूर्व लागू उपनियम के अनुष्ठी बनाये नामनिर्देशन में कोई परिवर्तन करना चाहता है।

(ख) ऐसे मामलों में जहाँ कोई सदस्य उपनियम 6 की धारा (1) की शर्तों के अधीन अपने परिवार के किसी अंग के पक्ष में कोई नामनिर्देशन नहीं दिया हो, वहाँ कोई परिवार प्राप्त किया है।

(2) सदस्यों को वार्षिक लेखा विवरण की शृद्धि के संबंध में स्वयं सन्तुष्ट होना है, और मूल, कुछ हो, विवरण की प्राप्ति की तारीख से एक महीने के अन्दर सचिव के ध्यान में आना चाहिए।

26. लेखा और लेखा परीक्षा :—(1) इन उपनियमों के अधीन निधि में जमा की हुई और निधि से निकाली गयी सभी रकम “कोयर बोर्ड भविष्य निर्वाह निधि खाता” नामक लेखा में बोर्ड की वहीनों में दर्ज की जाय।

(2) ऐसे लेखा, अधिनियम के विभाग 17 के उपविभाग (2) के अधीन नियुक्त लेखा परीक्षकों के द्वारा वार्षिक जांच और लेखा परीक्षा की जाय।

(3) निधि के सभी व्यय जहाँ तक संभव हो निधि की आय से ही किया जाय। यदि सभी व्ययों के लिए निधि की आय पर्याप्त न हो, कोयर निधि में कमी की पूर्ति की जाय।

(4) कोयर बोर्ड के उपनियम 1955 के उपनियम 25 और 26 (कर्मचारियों की सेवा संबंधी व्यवहार संबंधी शर्तों का वेतन-देन एवं लेखाओं का अनुपालन संबंधी उपनियम 1955) के अधीन निधि का अभिरक्षण और वितरण नियंत्रित हो।

27. निधि का समापन:—(1) निधि का समापन किया जाय—

(ए) यदि अधिनियम के विभाग 11 के अधीन अधिसूचना से बोर्ड का विलयन करना पड़े;

(बी) केन्द्र सरकार के द्वारा अनुमोदित बोर्ड के प्रस्ताव के द्वारा

(2) निधि का समापन करने पर, परिसंपत्ति की वसूली की जाये और सदस्यों के बीच उनके खाने के अनुसार वितरण किया जाय।

पहली अनुसूची

[उपनियम 6(3)]

सदस्य का नाम— श्री/श्रीमती निधेपक लेखा संख्या नामनिर्देशन पंजी फोनियो संख्या

सदस्य का नामनिर्देशन

(1) जब सदस्य का कोई परिवार है और उसके एक अंग का नामनिर्देशन करना चाहता है।

मैं, इसके द्वारा निम्नलिखित व्यक्ति का नाम निर्देशन करता हूँ जो कोयर बोर्ड से सामान्य निर्वाह निधि उपनियम, 1977 के उपनियम 2 के अनुसार निश्चित मेरे परिवार का अंग है, जो, उस रकम की भुगतानी के पहले अथवा भुगतानी होने पर भी अदायगी न होने की अवस्था में मेरी मृत्यु की घटना पर, निधि में मेरे खाने जमा की हुई रकम की प्राप्ति करे :—

(1) सदस्य की मृत्यु की घटना पर निदिष्ट नामा का नाम व पता

(2) सदस्य के साथ का रिश्ता	तारीख	दिन	19	में
(3) वय	सदस्य का हस्ताक्षर			
(4) उस व्यक्ति अथवा व्यक्तियों का, यदि कोई हो, नाम पता और रिश्ता, जिसको निदिष्ट नामा का अधिकार, सदस्य के पूर्व उसकी मृत्यु की घटना पर, प्राप्त हो।	पदनाम			
	पता			
तारीख	दिन	19	में	
सदस्य का हस्ताक्षर				
पदनाम				
पता				
दो गवाहों के हस्ताक्षर, पते के साथ				
(1)				
(2)				
बि० सु० :—सदस्य के हस्ताक्षर करने के बाद और किसी नाम के निवेश को रोकने के लिए, उस के अन्तिम इंदराज के नीचे की खाती जगह के ऊपर सदस्य को रेखाये खींचनी चाहिए।				
स्मृति 4 की पूर्ति इस तरह होनी चाहिए जिसके द्वारा किसी भी समय निधि में सदस्य के खाते में जमा की हुई रकम की पूर्ण राशि की व्यवस्था हो जाए।				
सदस्य का नाम : श्री/श्रीमती				
निक्षेपक				
संख्या				
नाम निर्देशन पंजी फोलियो संख्या				
सदस्य का नामनिर्देशन				
(2) जब सदस्य का कोई परिवार नहीं है और उन में से एक से ज्यादा अंगों का नाम निर्देशन करना चाहता है।				
मैं, इस के द्वारा निम्नलिखित व्यक्तियों का नाम निर्देशन करता हूँ, जो कोयल बोर्ड के सामान्य निर्वाह निधि उपनियम, 1977 के अनुसार निश्चित मेरे परिवार के अंग है, जो इस रकम की भुगतानी के पहले अथवा भुगतानी होने पर भी अदायगी न होने की अवस्था में मेरी मृत्यु की घटना पर, निधि में मेरे खाते में जमा की हुई रकम की प्राप्ति करें और निर्देश देता हूँ कि उक्त रकम का वितरण उक्त व्यक्तियों के बीच नीचे उन के नामों के आगे उल्लिखित प्रकार से किया जाय।				
(1) सदस्य की मृत्यु की घटना पर निदिष्ट नामाओं के नाम व पते				
(2) सदस्य के साथ का रिश्ता				
(3) वय				
(4) आकस्मिकतायें* जिन के घटने पर नामनिर्देशन असाम्य हो जाय				
(5) उस व्यक्ति या व्यक्तियों का, यदि कोई हो, नाम, पता और रिश्ता, जिसका निदिष्टनामा का अधिकार, सदस्य के पूर्व उसकी मृत्यु की घटना पर प्राप्त हो।				
तारीख	दिन	19	में	
सदस्य का हस्ताक्षर				
पदनाम				
पता				
दो गवाहों के हस्ताक्षर, पते के साथ				
(1)				
(2)				
* नोट:—जहाँ कोई सदस्य, जिसका कोई परिवार न हो, नाम निर्देशन करता है, इस स्मृति में इस बात को विनिर्दिष्ट करें कि वह बाद की परिवार प्राप्त करे, तो नाम निर्देशन असाम्य हो।				

बि० सू० : सदस्य के हस्ताक्षर करने के बाद और किसी नाम के निवेश को रोकने के लिए, उस के अन्तिम इंदराज के नीचे की खाती जगह के ऊपर सदस्य को रेखाये खींचनी चाहिए। स्तम्भ 4 की पूर्ति इस तरह होनी चाहिए, जिसके द्वारा किसी भी समय निधि में सदस्य के खाते में जमा की हुई रकम की पूर्ण राशि की व्यवस्था हो जाए।

सदस्य का नाम श्री/श्रीमती निक्षेपक सेखा संख्या

नामनिर्देशन पंजी कोलियो संख्या :

सदस्य का नामनिर्देशन

- (4) जब सदस्य का कोई परिवार नहीं है और एक से अधिक व्यक्तियों का नामनिर्देशन करना चाहता है।

मैं, कोयर बोर्ड सामान्य निर्वाह निधि उपनियम, 1977 में उल्लिखित रीति का परिवार न होने से, इस के द्वारा निम्नोल्लिखित व्यक्तियों का नाम निर्देशन करता हूँ, जो उस रकम की भुगतानी के पहले भ्रष्टाचार भुगतानी होने पर भी भ्रष्टाचारी न होने की अवस्था में मेरी मृत्यु की घटना पर, निधि में मेरे खाते जमा की हुई रकम की प्राप्ति करें और निर्देश देता हूँ कि उक्त रकम का वितरण उक्त व्यक्तियों के बीच नीचे उन के नामों के आगे उल्लिखित प्रकार से किया जाय :—

- (1) सदस्य की मृत्यु की घटना पर निर्दिष्ट नामांशों के नाम व पते

- (2) सदस्य के साथ का रिश्ता

- (3) वय

- (4) *हर एक को वेय, संवित राशि के, हिस्से की रकम

- (5) **आकस्मिकतायें जिनके घटने पर नाम-निर्देशन प्रमान्य हो जाय

- (6) उस व्यक्ति भ्रष्टाचार व्यक्तियों का, यदि कोई हो, नाम, पता और रिश्ता, जिसको निर्दिष्ट नामा का अधिकार, सदस्य के पूर्व उस की मृत्यु की घटना पर, प्राप्त हो।

तारीख दिन 19... में

सदस्य का हस्ताक्षर

पद नाम

पता

दो गवाहों के हस्ताक्षर, पते के साथ

- (1)

- (2)

बि० सू० :—सदस्य के हस्ताक्षर करने के बाद और किसी नाम के निवेश को रोकने के लिए, उस के अन्तिम इंदराज के नीचे की खाती जगह के ऊपर सदस्य को रेखाये खींचनी चाहिए।

* इस स्तम्भ की पूर्ति इस तरह करनी चाहिए, जिससे किसी भी समय सदस्य के खाते में जमा की हुई संपूर्ण रकम की पूरी व्यवस्था हो जाए।

**जहाँ कोई सदस्य, जिसका कोई परिवार न हो, नाम-निर्देशन करता है, इस स्तम्भ में इस बात को विनिर्दिष्ट करें कि वह बाब को परिवार प्राप्त करे, तो नाम निर्देशन प्रमान्य हो।

[संख्या 13/7/72-सी और एस]

ए० बी० गोकक, उप सचिव

S.O. 702.—The following by-laws made by the Coir Board, in exercise of the powers conferred by section 27 of the Coir Industry Act, 1953 (45 of 1953) and confirmed by the Central Government, are hereby published, as required by sub-section (2) of the said section, namely :—

1. Short title and commencement.—(1) These by-laws may be called the Coir Board General Provident Fund By-laws, 1977.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—(1) In these by-laws unless the context otherwise requires;—

(a) 'Act' means the Coir Industry Act, 1953 (45 of 1953);

(b) 'Board' means the Coir Board constituted under the Act;

(c) 'Chairman' means the Chairman of the Board; and 'Secretary' means Secretary of the Board;

(d) 'Emoluments' means pay, leave salary or subsistence grant as defined in the Fundamental Rules, and includes dearness pay and any remuneration of the nature of pay received in respect of foreign service;

(e) 'Family' means—

(i) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widow, or widows, and children of a deceased son of the subscriber;

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these By-laws relate unless the subscriber subsequently intimates in writing to the Secretary that she shall continue to be so regarded;

(ii) in the case of a female subscriber, the husband and children of a subscriber, and the widow or widows and children of a deceased son of a subscriber;

Provided that if a subscriber by notice in writing expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these By-laws relate, unless the subscriber subsequently cancels such notice in writing;

Explanation.—In this clause, 'Children' means legitimate children and includes an adopted child, where adoption is recognised by the personal law governing the subscriber.

(f) 'Fund' means the General Provident Fund constituted and established by the Board under these By-laws;

(g) 'Leave' means any kind of leave recognised by the Fundamental Rules or the Revised Leave Rules, 1933;

(h) 'Servant of the Board' means a salaried officer or servant of the Board other than a person in the service of the Central Government or State Government whose services have been lent or transferred to the Board;

(i) 'Year' means a financial year.

(2) Words and expressions used but not defined therein shall have the meanings respectively assigned to them in the Act, and the Provident Funds Act, 1925 (19 of 1925), or in the Fundamental Rules, as the case may be.

3. Constitution of the Fund.—(1) The fund shall be maintained in rupees.

(2) The Fund shall consist of—

- (i) all sums paid into the Fund under these By-laws ;
- (ii) the amount of subscription together with the interest thereon in the Board's Contributory Provident Fund standing to the credit of the subscriber in respect of the persons who have opted for the pension benefits in accordance with the provisions of By-law 18(1) of the Coir Board (Transaction of Business Conditions of Service of Employees and Maintenance of Accounts) By-laws, 1955 ;
- (iii) such additions to the Fund as the Board may, from time to time, decide to make with the approval of the Central Government ; and
- (iv) the income from loans, deposits and investments.

(2) Sums of which payment has not been taken within five years after they become payable shall be credited to the Fund at the end of the year. Payment of such sums shall be made only under the orders of Chairman.

4. Management of the Fund.—The Fund shall vest in the Board and be managed and invested in the manner prescribed under By-laws 25 and 26 of the Coir Board (Transaction of Business Conditions of Service of Employees and Maintenance of Accounts) By-laws, 1955.

5. Conditions of eligibility.—All temporary servants of the Board after a continuous service of one year and all permanent servants of the Board, other than those who retain the Board's Contributory Provident Fund benefits under the provisions of By-law 18(3) of the Coir Board (Transaction of Business Conditions of Service of Employees and Maintenance of Accounts) By-laws, 1955 and re-employed pensioners, shall subscribe to the fund.

Re-employed pensioners may, at their option, subscribe to the General Provident Fund.

Note 1.—Apprentices and Probationers shall be treated as temporary Board servants for the purpose of this By-law.

Note 2.—A temporary Board's servant who completes one year of continuous service during the middle of a month shall subscribe to the Fund from the subsequent month.

Note 3.—In the case of persons transferred to temporary posts under the Board from service under a Corporate Body owned or controlled by Government, the service under the Corporate Body should be treated as service under the Board for the purpose of this By-law and the person concerned should be permitted to subscribe to the Fund immediately on his joining Board's service, if he has already completed one year's service under that Body.

6. Nominations.—(1) A subscriber shall, at the time of joining the Fund send to the Secretary a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death, before that amount has become payable or having become payable, has not been paid :

Provided that a subscriber who has a family at the time of making the nomination shall make nomination only in favour of a member or members of his family :

Provided further that the nomination made by the subscriber in respect of any other provident fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this By-law until he makes a nomination in accordance with this By-law.

(2) If a subscriber nominated more than one person under clause (1), he shall specify in the nomination the amount of share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms set forth in the First Schedule as is appropriate in the circumstances.

(4) A subscriber may at any time cancel a nomination by sending a notice in writing to the Secretary. The subscriber shall, alongwith such notice or separately, send a fresh nomination made in accordance with the provisions of this By-law.

(5) A subscriber may provide in a nomination—

(a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons, shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein :

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family :

Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under sub-clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under Sub-clause (a) of clause (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of Sub-clause (b) of clause (5) or the proviso thereto, the subscriber shall send to the Secretary a notice in writing cancelling the nomination, together with a fresh nomination made in accordance with the provisions of this By-law.

(7) Every nomination made, and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Secretary.

Explanation :—In this By-law, unless the context otherwise requires, "persons" shall include a company or association or body of individuals, whether incorporated or not.

7. Subscriber's accounts :—An account shall be opened in the name of each subscriber in which shall be indicated the amount of his subscriptions with interest thereon calculated as prescribed in clause (2) of By-law 12, as well as advances and withdrawals from the Fund.

8. Conditions of subscriptions :—(1) A subscriber shall subscribe to the Fund every month except during the period when he is under suspension :

Provided that a subscriber may at his option, not subscribe during any period of leave, other than leave on average pay or earned leave of less than one month or 30 days' duration, as the case may be :

Provided further that a subscriber on reinstatement after a period of suspension shall be allowed the option of paying in one or more instalments any sum not exceeding the maximum amount of arrear subscriptions payable in respect of the said period.

(2) The subscriber shall intimate his election not to subscribe during leave in the following manner, namely :—

(a) if he is an officer who draws his own pay bills, by making no deduction on account of subscription in his first pay bill drawn after proceeding on leave ;

(b) if he is not an officer who draws his own pay bills, by written communication to the Secretary before he proceeds on leave. On failure to give proper and timely intimation he shall be deemed to have elected to subscribe.

Note : The option of a subscriber once intimated under this sub-clause shall be final.

(3) A subscriber who has, under By-law 20 withdrawn the amount standing to his credit in the Fund shall not subscribe to the Fund after such withdrawal unless he returns to duty.

9. Rates of subscriptions :—(1) The amount of subscription shall be fixed by the subscriber himself, subject to the following conditions, namely :—

- (a) it shall be expressed in whole rupees;
- (b) it may be any sum, so expressed, which shall not be less than 6 per cent of his emoluments and not more than his total emoluments;

(2) For the purpose of clause (1), the emoluments shall be—

- (a) in the case of a subscriber who was in Board's service on the 31st March of the preceding year, the emoluments to which he was entitled on that date.

Provided that—

- (i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;
- (ii) if the subscriber was on deputation out of India on the said date or was on leave on the said date and continue to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India;
- (b) in the case of a subscriber who was not in Board's service on the 31st March of the preceding year, the emoluments to which he was entitled on the day he joins the Fund.

(3) The subscriber shall intimate the fixation of the amount of his monthly subscription in each year by written communication to the Secretary or in the following manner, as the case may be—

- (a) if he was on duty on the 31st March of the preceding year, by the deduction which he makes in this behalf from his pay bill for that month;
- (b) if he was on leave on the 31st March of the preceding year, and elected not to subscribe during such leave, or was under suspension that date, by the deduction which he makes in this behalf from his first pay bill after his return to duty;
- (c) if he has entered Board's service for the first time during the year, by the deduction which he makes in this behalf, from his pay bill for the month during which he joins the Fund;
- (d) if he was on leave on the 31st March of the preceding year, and continues to be on leave and has elected to subscribe during such leave, by the deduction which he causes to be made in this behalf from his salary bill for that month;
- (e) if he was on foreign service on the 31st March of the preceding year, by the amount credited by him to the Board on account of subscription for the month of April in the current year.

(4) The amount of subscription so fixed may be enhanced or reduced once at any time during the course of a year :

Provided that when the amount of subscription is so reduced, it shall not be less than the minimum prescribed in clause (1) ; -

Provided further that if a subscriber is on leave without pay or leave on half pay or half average pay for a part of a calendar month and has elected not to subscribe during such leave, the amount of subscription payable shall be proportionate to the amount of days spent on duty including leave, if any, other than those referred to above.

10. Transfer to foreign service or deputation out of India.—When a subscriber is transferred to foreign service or sent on deputation out of India, he shall remain subject to the provisions of the Fund in the same manner as if he were not so transferred or sent on deputation.

11. Realisation of subscriptions.—(1) The Board shall have power to deduct from the emoluments of any subscriber the subscription due from him and the principal and interest on the advance, if any, made to him from the Fund.

(2) When emoluments are drawn from any other source the subscriber shall forward his dues monthly to the Secretary :

Provided that in the case of a subscriber on deputation to a body corporate, owned or controlled by Government, the subscription shall be recovered and forwarded to the Secretary by such body.

12. Interest.—(1) The Board shall pay to the credit of the account of a subscriber interest at such rates as may be determined for each year by the Central Government for the General Provident Fund (Central Services) according to the method of calculation prescribed from time to time by them :

Provided that, if the rate of interest determined for a year is less than 4 per cent, all subscribers to the Fund in the year preceding that for which the rate has for the first time been fixed at less than 4 per cent, shall be allowed interest at 4 per cent :

Provided further that a subscriber who was previously subscribing to any of the Provident Funds referred to in By-law 23 and whose subscriptions, together with interest thereon, have been transferred to his credit in this fund under the said By-law shall also be allowed interest at 4 per cent, if he had been receiving that rate of interest under a provision similar to that of the first proviso to this By-law.

(2) Interest shall be credited with effect from the 31st March of each year in the following manner—

- (i) on the amount to the credit of a subscriber on the last day of the preceding year, less any sum withdrawn during the current year—interest for twelve months ;
- (ii) on sums withdrawn during the current year—interest from the beginning of the current year upto the last day of the month preceding the month of withdrawal ;
- (iii) on all the sums credited to the subscriber's account after the last day of the preceding year—interest from the date of deposit upto the end of the current year ;
- (iv) the total amount of interest shall be rounded off to the nearest whole rupee (fifty paise counting as the next higher rupee) ;

Provided that when the amount standing to the credit of a subscriber has become payable, interest shall thereupon be credited under this By-law in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be, upto the date on which the amount standing to the credit of the subscriber becomes payable.

(3) In this By-law, the date of deposit shall, in the case of recovery from emoluments, be deemed to be the first day of the month in which it is recovered, and in the case of an amount forwarded by the subscriber, shall be deemed to be the first day of the month of receipt, if it is received by the Secretary before the fifth day of that month, but it is received on or after the fifth day of that month, the first day of the next succeeding month :

Provided that where there has been a delay in the drawal of pay or leave salary and allowances of a subscriber and consequently the recovery of his subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due under the rules, irrespective of the month in which it was actually drawn;

Provided further that in the case of an amount forwarded in accordance with the proviso to clause (2) of By-law 11, the date of deposit shall be deemed to be the first day of the month if it is received by the Secretary before the fifteenth day of that month.

(4) In addition to any amount to be paid under By-law 19, 20 or 21 interest thereon upto the end of the month preceding that in which the payment is made, or upto the end of the sixth month after the month in which such amount became payable whichever of these periods be less, shall be payable to the person to whom such amount is to be paid :

Provided that where the Secretary has intimated to that person (or his agent) a date on which he is prepared to make payment in cash, or has posted a cheque in payment to that person, interest shall be payable only upto the end of the month preceding the date as intimated, or the date of posting the cheque, as the case may be.

(5) The interest on amounts which under clause (2) of By-law 11, clause (5) of By-law 14, By-law 19 or 20 are placed to the credit of the subscriber in the Fund, shall be calculated at such rates as may be successively prescribed under clause (1) and so far as may be in the manner prescribed therein.

13. Advances from the Fund :—(1) The Secretary may sanction the payment to any subscriber of an advance consisting of a sum of whole rupees and not exceeding an amount equal to three months' pay or half the amount standing to his credit in the Fund, whichever is less, for one or more of the following purposes:—

(a) to pay expenses in connection with the illness or a disability, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him ;

(b) to meet the cost of higher education, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him in the following cases, namely :—

(i) for education outside India for an academic, technical, professional or vocational course beyond the High School stage ; and

(ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years ;

(c) to pay obligatory expenses on a scale appropriate to the status which by customary usage the subscriber has to incur in connection with marriages or other ceremonies of himself or of his children or of any other person actually dependent on him :

Provided that the condition of actual dependence shall not apply in the case of a son or daughter of the subscriber ;

Provided further that the condition of actual dependence shall not apply in the case of an advance required to meet the funeral expenses of the parent of a subscriber ;

(d) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty, the advance in this case being available in addition to any advance admissible for the same purpose from any other source :

Provided that the advance under this clause shall not be admissible to a subscriber who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the Board in respect of any condition of service or penalty imposed on him ;

(e) to meet the cost of his defence where the subscriber is prosecuted by Board in any court of law or where the subscriber engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.

(2) An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in clause (1) or until repayment of the last instalments of any previous advance together with interest thereon, provided that if the reason is of a confidential nature it may be communicated to the Secretary personally and/or confidentially.

Note :—For the purpose of this By-law, pay includes dearness pay, where admissible.

14. Recovery of advances :—(1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct : but such number shall not be less than twelve, unless the subscriber so elects and more than twenty-four. In special cases where the amount of advance exceeds three months' pay of the subscriber under clause (2) of By-law 13, the sanctioning authority may fix such number of instalments to be more than twenty-four but in no case more than thirty-six. A subscriber may at his option, repay more than one instalment in a month. Each instalment shall be a number of whole rupee, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

(2) (a) Recovery shall be made in the manner prescribed in By-law 11 for the realisation of subscriptions, and shall commence, with the issue of pay for the month following the one in which the advance was drawn ;

(b) recovery shall not be made except with the subscriber's consent while he is in receipt of subsistence grant or is on leave other than leave on average pay or earned leave of less than one month of 30 days' duration, as the case may be. The recovery may be postponed, on the subscriber's written request by the sanctioning authority during the recovery of the advance of pay granted to the subscriber.

(3) If more than one advance has been made to the subscriber, each advance shall be treated separately for the purpose of recovery.

(4) (a) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal ;

(b) interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal, but if the period referred to in sub-clause (a) exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments. The method of recovery shall be that is prescribed in clause (2). Payments, shall be rounded to the nearest rupee in the manner prescribed in sub-clause (iv) of clause (2) of By-law 12.

(5) If an advance has been granted to a subscriber and drawn by him and the advance is subsequently disallowed before repayment is completed, the whole or balance of the amount withdrawn shall, with interest at the rate provided in By-law 12, forthwith be repaid by the subscriber to the Fund, or in default, be ordered by the Secretary to be recovered by deduction from the emoluments of the subscriber in a lumpsum or in monthly instalments not exceeding twelve as may be directed by the authority competent to sanction an advance for the grant of which, special reasons are required under clause (2) of By-law 13.

(6) Recoveries made under this By-law shall be credited as they are made to the subscriber's account in the Fund.

15. Wrongful use of advance:—Notwithstanding anything contained in these By-laws, if the sanctioning authority is satisfied that money drawn as an advance from the Fund under By-law 13 has been utilised for a purpose other than that for which sanction was given for the drawal of money, the amount in question shall with interest at the rate provided in By-law 12 forthwith be repaid by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in a lumpsum or in such number of monthly instalments as may be determined by the Secretary/Chairman, from the

emoluments of the subscriber, even if he be on leave. If the total amount to be repaid be more than half the subscriber's emoluments recoveries shall be made in monthly instalments from his emoluments till the entire amount is repaid by him.

Note :—The term 'emoluments' in this By-law does not include subsistence grant.

16. Withdrawals from the Fund :—Subject to the condition specified herein, withdrawals may be sanctioned by the Secretary at any time after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of retirement or superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes, namely :—

- (a) meeting the cost of higher education, including where necessary the travelling expenses of any child of the subscriber in the following cases, namely :—
 - (i) for education outside India for academic, technical, professional or vocational course beyond the High School stage ;
 - (ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage provided that the course of study is for not less than three years ;
- (b) meeting the expenditure in connection with the marriage of the subscriber's sons or daughters and any other female relation actually dependent on him ;
- (c) meeting the expenses in connection with illness including where necessary, the travelling expenses of the subscriber or any person actually dependent on him ;
- (d) building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of loan expressly taken for this purpose, or reconstructing, or making additions or alterations to a house already owned or acquired by a subscriber ;
- (e) purchasing a house-site or repaying any outstanding amount on account of loan expressly taken for this purpose ;
- (f) for constructing a house on a site purchased under clause (e).

Note :—A subscriber who has availed himself of an advance under the Scheme of the Ministry of Works and Housing for the grant of advances for house-building purposes, or has been allowed any assistance in this regard from any other Government source or from the Board, shall be eligible for the grant of final withdrawal under clauses (d), (e) and (f) for the purposes specified therein and also for the purpose of payment of any loan taken under the aforesaid scheme subject to the limit specified in the proviso to clause (1) of By-law 17.

17. Conditions for withdrawal :—(1) Any sum withdrawn by a subscriber at any time for one or more of the purposes specified in By-law 16 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of such amount or six months' pay, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit upto 3/4ths of the balance at his credit in the Fund having due regard to (i) the object for which the drawal is being made, (ii) the status of the subscriber, and (iii) the amount to his credit in the Fund :

Provided that in the case of a subscriber who has availed himself of an advance under the scheme of the Ministry of Works and Housing for the grant of advances for house-building purposes, or has been allowed any assistance in this regard from any other Government source, or from the Board, the sum withdrawn under this sub-clause with the amount of advance taken under the aforesaid scheme or the assistance taken from any other Government source or from the Board shall not exceed Rs. 75,000 or five years' pay, whichever is less.

(2) A subscriber who has been permitted to withdraw money from the Fund under By-law 16 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it has been withdrawn, and if he fails to do so, the whole of the sum so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lumpsum together with interest thereon at the rate determined under By-law 12 by the subscriber to the Fund, and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lumpsum or in such number of monthly instalments, as may be determined by the Secretary/Chairman.

18. Conversion of an advance into withdrawal :—A subscriber who has already drawn or may draw in future an advance under By-law 13 for any of the purposes specified in clauses (a), (b) or (c) of By-law 16, may convert at his discretion by written request addressed to the Secretary, the balance outstanding against it (with interest) into a final withdrawal on his satisfying the conditions laid down in By-laws 16 and 17.

19. Final withdrawal of accumulations in the Fund :—When a subscriber quits the service the amount standing to his credit in the Fund shall become payable to him :

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service shall, if required to do so by the Board, repay any amount paid to him from the Fund in pursuance of this By-law with interest thereon at the rate provided in By-law 12 in the manner provided in the proviso to By-law 20. The amount so repaid shall be credited to his account in the Fund.

Explanation I—A subscriber who is granted refused leave shall be deemed to have quitted the service from the date of compulsory retirement or on the expiry of an extension of service.

Explanation II—A subscriber, other than one who is appointed on contract or one who has retired from service and is subsequently re-employed with or without a break in service, when he is transferred without any break in service to a new post under a State Government or in another department of the Central Government (in which he is governed by another set of Provident Fund Rules) and without retaining any connection with his former post. In such case, his subscriptions together with interest thereon shall be transferred—

- (a) to his account in the other Fund in accordance with the By-laws of that Fund, if the new post is in another department of the Board, or
- (b) to a new account under the State Government or Central Government concerned if the new post is under a State Government/Central Government if that Government consents, by general or special order, to such transfer of subscriptions and interest.

Note :—Transfers shall include cases of resignations from service in order to take up appointments in Central Government or under the State Government without any break and with proper permission of the Board; in cases where there has been a break in service it shall be limited to the joining time allowed to transfer to a different station. The same shall hold good in cases of retrenchments followed by immediate employment.

Explanation III—When a subscriber is transferred, without any break, to the service under a body corporate owned or controlled by Government, the amount of subscriptions, together with interest thereon, shall not be paid to him but shall be transferred, with the consent of that body to his new Provident Fund Account under that body. Transfer shall include cases of resignation from service in order to take up appointment under a body corporate owned or controlled by Government, without any break and with proper permission of the Board. The time taken to join the new post shall not be treated as a break in service if it does not exceed the joining time admissible to

a Government servant on transfer from one post to another.

Note :—In terms of explanation III when a subscriber is transferred, without any break, to the service under a body corporate, owned or controlled by Government, the amount of subscriptions together with the interest thereon is not paid to him but is transferred with the consent of that body to his new Provident Fund account under that body.

Interest in the type of cases mentioned above should be allowed in accordance with the provisions of clause (4) of by-law 12 as if the Board's servant concerned quitted service.

In terms of these By-laws interest on Provident Fund balances is allowed upto the end of the month preceding that in which the payment is made or upto the end of the sixth month from the month in which the accumulated amount became payable, whichever of these periods be less. It is, therefore, emphasised on the Administrative authorities that transfer of Provident Fund balance in such cases should be effected as early as possible within a period of six months of the transfer of the person concerned.

20. Retirement of subscriber :—When a subscriber—

- (a) has proceeded on leave preparatory to retirement, or
- (b) while on leave, has been permitted to retire or been declared by a competent medical authority to be unfit for further service;

the amount standing to his credit in the Fund shall, upon application made by him in that behalf to the Secretary, become payable to the subscriber :

Provided that the subscriber if he returns to duty shall, if required to do so by Board, repay to the Fund for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this By-law with interest thereon at the rate provided in By-law 12 in cash or securities or partly in cash and partly in securities, by instalments or otherwise, by recovery from his emoluments or otherwise, as may be directed by the authority competent to sanction on advance for the grant of which, special reasons are required under clause (2) of By-law 13.

21. Procedure on the death of subscriber :—On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable, before payment has been made—

(i) when the subscriber leaves a family—

- (a) if a nomination made by the subscriber in accordance with the provisions of By-law 6 or of the corresponding Rule/By-law heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;
- (b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares :

Provided that no share shall be payable to—

- (i) sons who have attained majority;
- (ii) sons of a deceased son who have attained majority;
- (iii) married daughters whose husbands are alive;
- (iv) married daughters of a deceased son whose husbands are alive. If there is any member of the family other than those specified in sub-clauses (i), (ii), (iii) and (iv) :

Provided further that the widow or widows and the child or children of a deceased son shall receive

between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of sub-clause (i) of the first proviso;

- (ii) when the subscriber leaves no family, if a nomination made by him in accordance with the provisions of By-law 6 or of the corresponding Rule/By-law heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

22. Manner of payment of amount in the Fund :—

(1) When the amount standing to the credit of a subscriber in the fund becomes payable, it shall be the duty of the Secretary to make payment on receipt of a written application in this behalf as provided in clause (3).

(2) If the person to whom under these By-laws, any amount is to be paid, is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act, 1912, the payment shall be made to such manager and not to the lunatic.

(3) Any person who desires to claim payment under this By-law shall send a written application in that behalf to the Secretary. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

Note :—When the amount standing to the credit of a subscriber has become payable under By-laws 19, 20 or 21, the Secretary shall authorise prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

23. Procedure on transfer to Board's service of a person from the service under a body corporate, owned or controlled by Government :—If a Board servant admitted to the benefit of the Fund was previously a subscriber, to any Provident Fund of a body corporate, owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act, 1860 or of the State Government or Central Government, the amount of his subscriptions and the employers contribution, if any, together with the interest thereon shall be transferred to his credit in the Fund with the consent of that body. His service will not count towards Pension under the Board. In case, he was a subscriber to the Contributory Provident Fund, he may, at his option refund the employer's contribution together with interest thereon to the Board whereupon his service prior to the date of his permanent transfer will count for pension.

24. Relaxation of the provisions of the rule in individual cases :—When the Board is satisfied that the operation of any of these By-laws causes or is likely to cause undue hardship to a subscriber, Board may, notwithstanding anything contained in these By-laws deal with the case of such subscriber in such manner as may appear to them to be just and equitable.

25. Annual statement of account to be supplied to subscriber :—(1) As soon as possible after the close of each year, the Secretary shall send to each subscriber a statement of his account in the Fund showing the opening balance as on the 1st April of the year, the total amount credited or debited, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Secretary shall attach to the statement of account an enquiry whether the subscriber—

- (a) desires to make any alteration in any nomination made under By-law 6 or under the corresponding By-law heretofore in force;
- (b) has acquired a family in cases where the subscriber has made no nomination in favour of a member of his family under the proviso to clause (1) of By-law 6.

(2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors, if any, should be brought to the notice of the Secretary within one month from date of the receipt of the statement.

26. Accounts and Audit :—(1) All sums paid into and from the Fund under these By-laws shall be accounted for in the books of the Board in an account named "The Coir Board General Provident Fund Account".

(2) Such accounts shall be examined and audited annually by the auditors appointed under sub-section (2) of section 17 of the Act.

(3) All expenses of the Fund shall be met from the income of the Funds as far as possible. If the income is not sufficient to meet all expenses, the deficit shall be met from the Coir Fund.

(4) The custody and disbursal of the Fund shall be regulated under By-law 25 and 26 of the Coir Board (Transaction of Business Conditions of Service of Employees and Maintenance of Accounts) By-laws, 1955, exactly in the same manner as the Funds of the Board.

27. Winding up of the Fund :—(1) The Fund shall be wound—

(a) if the Board were to be dissolved by notification under section 11 of the Act; or

(b) by a resolution of the Board approved by the Central Government.

(2) On the winding up of the Fund, the assets shall be realised and distributed amongst subscribers in accordance with their accounts.

FIRST SCHEDULE

[By-law 6(3)]

Subscriber's name: Shri/Smt.

Depositor Account No.

Nomination Register Folio No.

SUBSCRIBER'S NOMINATION

I. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below who is a member of my family as defined in By-law 2 of the Coir Board General Provident Fund By-laws, 1977 to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid :—

1. Name and address of the nominee in the event of subscriber's death

2. Relationship with subscriber

3. Age

4. Name, address and relationship of person, or persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.

Dated this.....day of.....19.....at.....

Signature of subscriber.....

Designation

Address

Signature of two witnesses with addresses.

(1)

(2)

N.B. The Subscriber should draw lines across the blank space below his last entry to prevent insertion of any names after he has signed.

Column 4 should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Subscriber's name : Shri/Smt.

Depositor Account No.

Nomination Register Folio No.

SUBSCRIBER'S NOMINATION

II. When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are members of my family as defined in By-law 2 of the Coir Board General Provident Fund By-laws, 1977 to receive the amount that may stand to my credit in the Fund in the event of my death, before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and address of nominees in the event of the subscriber's death	Relationship with subscriber	Age	Amount of share of accumulations to be paid to each
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1

2

3

4

5. Contingencies on the happening of which the nomination shall become invalid.

6. Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber.

Dated this.....day of.....19.....at.....

Signature of subscriber.....

Designation

Address

Signature of two witnesses with addresses.

(1)

(2)

N.B. The subscriber should draw lines across the blank space below his last entry to prevent insertion of any names after he has signed.

Column 4 should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Subscriber's name : Shri/Smt.

Depositor Account No.

Nomination Register Folio No.

SUBSCRIBER'S NOMINATION

III. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in By-law 2 of the Coir Board General Provident Fund By-laws, 1977, hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before tha

amount has become payable, or having become payable has not been paid :—

1. Name and address of nominee
2. Relationship with subscriber
3. Age
4. Contingencies(**) on the happening of which the nomination shall become invalid.
5. Name, address and relationship of the person, or persons, if any, to whom the right of the nominee shall pass, in the event of his predeceasing the subscriber.

Dated this.....day of.....19....at.....

Signature of subscriber.....

Designation

Address

Signature of two witnesses with addresses :

(1)

(2)

(**) NOTE :—Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

N.B. The subscriber should draw lines across the blank space below his last entry to prevent insertion of any names after he has signed.

Column 4 should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

Subscriber's Name : Shri/Smt.

Depositor Account No.

Nomination Register Follo No.

SUBSCRIBER'S NOMINATION

IV. When the subscriber has no family and wishes to nominate more than one person.

I, having no family as defined in By-law 2 of the Coir Board General Provident Fund By-laws, 1977, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :—

Name and address of nominees—in the event of the subscriber's death	Relationship with the subscriber	Age	*Amount of share of accumulation to be paid to each
1	2	3	4

.....

5. **Contingencies on the happening of which the nomination shall become invalid

6. Name, address and relationship of person or persons, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

Dated this.....day of.....19.....at..... :..

Signature of subscriber.....

Designation

Address

Signature of two witnesses with addresses :

(1)

(2)

N.B.—The subscriber should draw lines across the blank space below his last entry to prevent the insertion of any names after he has signed.

*This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

**Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

[No. 13/7/72-C&S]

A. V. GOKAK, Dy. Secy.

उद्योग मंत्रालय

(औद्योगिक विकास विभाग)

ग्रावेश

नई दिल्ली, 22 फरवरी, 1977

का० आ० 703.—आई० डी० आर० ए० 6/1/77.—केन्द्रीय सरकार, विकास परिषद् (प्रक्रियात्मक) नियम, 1952 के नियम 3, 4 और 5 के साथ पठित उद्योग (विकास और विनियमन) अधिनियम, 1951 (1951 का 65) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इस आदेश की तारीख से 2 वर्ष की अवधि के लिए, निम्नलिखित व्यक्तियों को चीनी उद्योग की विकास परिषद् के सदस्यों के रूप में नियुक्त करती है, अर्थात् :—

चीनी के लिए विकास परिषद्

अध्यक्ष

1. सचिव,
कृषि विभाग,
कृषि और सिंचाई मंत्रालय,
नई दिल्ली।

सदस्य

2. संयुक्त सचिव, चीनी प्रभारी,
खाद्य विभाग,
कृषि और सिंचाई मंत्रालय,
नई दिल्ली।
3. मुख्य निदेशक,
चीनी और वनस्पति निदेशालय,
खाद्य विभाग,
कृषि और सिंचाई मंत्रालय,
नई दिल्ली।
4. कृषि आयुक्त,
कृषि विभाग,
कृषि और सिंचाई मंत्रालय,
नई दिल्ली।
5. निदेशक,
राष्ट्रीय चीनी संस्थान,
कानपुर।

6. निदेशक,
ईश्व प्रजनन संस्थान,
कोयम्बतूर।
 7. श्री आई महादेवन
संयुक्त सचिव,
प्रायोगिक विकास विभाग,
उद्योग मंत्रालय,
नई दिल्ली।
 8. श्री के० मुन्दरराजूलू,
मुख्य निदेशक,
नागरिक प्रति और सहकारिता मंत्रालय,
नई दिल्ली।
 9. श्री पी० एम० बेलिभण्या,
संयुक्त सचिव और वित्त सलाहकार,
विज्ञान और प्रौद्योगिकी विभाग,
प्रौद्योगिकी भवन, नवमहरोली मार्ग,
नई दिल्ली।
 10. श्री हरबक्स सिंह,
अध्यक्ष,
भारतीय ईश्व विकास परिषद्,
केन हाउस,
330, माडल टाऊन,
जालन्धर (पंजाब)।
 11. श्री के० एन० एम० प्रसाद,
संसद सदस्य (राज्य सभा),
11-जनपथ, नई दिल्ली।
 12. श्री पी० एस० गोपालकृष्णन,
सहायक महाप्रबन्धक,
भारतीय प्रौद्योगिकी वित्त निगम,
बड़ौदा बैंक बिल्डिंग,
नई दिल्ली।
 13. सचिव,
चीनी उद्योग और केन विकास विभाग,
उत्तर प्रदेश सरकार, लखनऊ।
 14. केन आयुक्त,
बिहार सरकार, पटना।
 15. चीनी निदेशक,
तमिलनाडु सरकार,
33 अन्ना सलाई,
नन्दनम, मद्रास।
 16. मुख्य ईश्व विकास अधिकारी,
महाराष्ट्र सरकार, पुणे।
 17. चीनी निदेशक,
आन्ध्र प्रदेश सरकार,
हैदराबाद।
 18. चीनी निदेशक और अपर रजिस्ट्रार,
सहकारी समितियाँ,
बंगलौर।
 19. श्री के० एस० शर्मा,
उद्योग निदेशक,
मध्य प्रदेश सरकार, भोपाल।
 20. अध्यक्ष,
भारतीय चीनी मिल्स-बिजामि संगम,
डाकघर राष्ट्रीय चीनी संस्थान,
कल्याणपुर, कानपुर-208017
 21. श्री अनिल कुमार रूइया,
अध्यक्ष, भारतीय चीनी मिल्स संगम,
मार्फत मेसर्स कोल्हापुर केन शुगर वर्क्स लिमिटेड,
उद्योग भवन, बालचन्द्र हीराचन्द्र मार्ग,
बालाई एस्टेट, मुम्बई-1
 22. श्री पी० के० कनौरिया,
उपाध्यक्ष,
भारतीय चीनी मिल्स संगम,
मार्फत प्रतापपुर शुगर एण्ड इण्डस्ट्रीज लिमिटेड,
9-ब्राबोर्न मार्ग, कलकत्ता।
 23. श्री पी० मरुधारी पिल्लई,
मेसर्स अरुणा शुगर लिमिटेड,
मेक्कू हाउस, 11-ए/1, माउण्ट रोड,
मद्रास-2
 24. अध्यक्ष,
उत्तर प्रदेश स्टेट शुगर कारपोरेशन लिमिटेड,
26-बी, अग्रिक मार्ग, लखनऊ (यू० पी०)।
 25. श्री आर० एन० शुक्ला,
अध्यक्ष,
फैडरेशन ऑफ कोऑपरेटिव शुगर फैक्टरीज,
मार्फत 'प्रालोक'
डाकघर पीलीभीत (यू० पी०)।
 26. श्री एस० जी० कोन्टे,
अध्यक्ष, नेशनल फैडरेशन ऑफ कोऑपरेटिव शुगर फैक्टरीज,
संजीवनी (हालकी) सहकारी शक्कर कारखाना लिमिटेड,
शिगानापुर, जिला भद्रमदमगर।
- 2 केन्द्रीय सरकार, विकास परिषद् (प्रक्रियात्मक) नियम, 1952 के नियम 2 के खण्ड (ग) के अनुसरण में श्री ए० के० बोस, उप निदेशक (चीनी तकनीकी), चीनी और वनस्पति निदेशालय (खाद्य विभाग) को उक्त विकास परिषद् के सचिव के रूप में कार्य करने के लिए नियुक्त करती है।
- [सं० 8/3/76-सी डी एन]
प्रेम नारायण, प्रवर सचिव
- MINISTRY OF INDUSTRY**
(Department of Industrial Development)
- ORDER**
New Delhi, the 22nd February, 1977
- S.O. 703.—IDRA/6/1/77.**—In exercise of the powers conferred by Section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with rules 3, 4 and 5 of the Development Councils (Procedural) Rules, 1952, the Central Government hereby appoints, for a period of two years with effect from the date of this Order, the following persons to be members of the Development Council for Sugar Industry, namely :—
- DEVELOPMENT COUNCIL FOR SUGAR**
CHAIRMAN
1. The Secretary,
Department of Food,
Ministry of Agriculture and Irrigation,
New Delhi.
- MEMBERS**
2. The Joint Secretary-Incharge of Sugar,
Department of Food,
Ministry of Agriculture and Irrigation,
New Delhi.

3. The Chief Director,
Directorate of Sugar and Vanaspati,
Department of Food,
Ministry of Agriculture and Irrigation,
New Delhi.
4. The Agricultural Commissioner,
Department of Agriculture,
Ministry of Agriculture and Irrigation,
New Delhi.
5. The Director,
National Sugar Institute,
Kanpur.
6. The Director,
Sugarcane Breeding Institute,
Coimbatore.
7. Shri I. Mahadevan,
Joint Secretary,
Department of Industrial Development,
Ministry of Industry,
New Delhi.
8. Shri K. Sundararajulu,
Chief Director,
Ministry of Civil Supplies and Cooperation,
New Delhi.
9. Shri P. M. Belliappa,
Joint Secretary and Financial Adviser,
Department of Science and Technology,
Technology Bhawan,
New Mehrauli Road,
New Delhi.
10. Shri Harbans Singh,
Chairman,
Indian Sugarcane Development Council,
'CANE HOUSE' 330, Model Town,
Jullundur (Punjab).
11. Shri K. L. N. Prasad,
M. P. (Rajya Sabha),
11, Janpath,
New Delhi-1.
12. Shri P. S. Gopalakrishnan,
Assistant General Manager,
Industrial Finance Corporation of India,
Bank of Baroda Building,
New Delhi.
13. Secretary,
Sugar Industry and Cane Development Department,
Government of Uttar Pradesh,
Lucknow.
14. The Cane Commissioner,
Government of Bihar,
Patna.
15. Director of Sugar,
Government of Tamil Nadu,
33, Anna Salai, Nandanam,
Madras.
16. Chief Sugarcane Development Officer,
Government of Maharashtra,
Poona.
17. Director of Sugar,
Government of Andhra Pradesh,
Hyderabad.
18. Director of Sugar and Additional Registrar of
Cooperative Societies,
Bangalore.
19. Shri K. S. Sharma,
Director of Industries,
Government of Madhya Pradesh,
Bhopal.
20. The President,
Sugar Technologists' Association, of India,
- P. O. National Sugar Institute,
Kalyanpur,
Kanpur-208017.
21. Shri Anil Kumar Ruia,
President,
Indian Sugar Mills Association,
C/o M/s. Kolhapur Cane Sugar Works Ltd.,
Udyog Bhavan, Walchand Hirachand Marg,
Ballard Estate,
Bombay-1.
22. Shri P. K. Kanoria,
Vice President,
Indian Sugar Mills Association,
C/o Pratappur Sugar and Industries Ltd.,
9, Brabourne Road,
Calcutta.
23. Shri P. Maruthai Pillai,
M/s. Aruna Sugars Limited,
Meeco House, 11-A/1, Mount Road,
Madras-2.
24. The Chairman,
Uttar Pradesh State Sugar Corporation Limited,
26-B, Ashok Marg,
Lucknow (U.P.)
25. Shri R. L. Shukla,
President,
Federation of Cooperative Sugar Factories,
C/o "Alok"
P. O. Pilibhit (U. P.)
26. Shri S. G. Kolhe,
Chairman,
National Federation of Cooperative Sugar Factories,
Sanjiveni (Talki) Sahakari Sakhar Karkhana Ltd.,
Shinganapur, District,
Ahmednagar.

2. In pursuance of clause (c) of the note 2 of the Development Council (Procedural) Rules, 1952, the Central Government hereby appoints Shri A. K. Bose, Deputy Director, (Sugar Technical) Directorate of Sugar and Vanaspati (Department of Food) to carry on the functions of Secretary to the said Development Council.

[No. 8/3/76-CDN]

PREM NARAIN, Under Secy.

(भारी उद्योग विभाग)

नई दिल्ली, 29 जनवरी, 1977

का० भा० 704.—यत्न भारत सरकार के उद्योग मंत्रालय (भारी उद्योग विभाग) की अधिसूचना सं० का० भा० 772(फ) दिनांक 3 दिसम्बर, 1976 के द्वारा बर्न एण्ड कम्पनी लिमिटेड तथा इण्डियन स्टैडहॉ वेंगन कम्पनी लिमिटेड के उपक्रमों और उनके उपक्रमों के संबंध में दो कम्पनियों के अधिकार, नाम और हित बर्न स्टैडहॉ कम्पनी लिमिटेड नामक सरकारी कम्पनी में 1 दिसम्बर, 1976 से निहित हैं।

अब, अतः, मार्बेजिनिक परिमर (गैर कानूनी कब्जे की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 के द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार एन्यूट्राय नीचे दी गई तालिका के कालम (1) में उल्लिखित अधिकारी जो सरकार के राजपत्रित अधिकारी की श्रेणी के समकक्ष का एक अधिकारी है को उक्त अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है, जो उक्त तालिका के कालम (2) में निर्दिष्ट मार्बेजिनिक परिमर के संबंध में उक्त अधिनियम, के द्वारा अथवा के अधीन सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और सीपे गये कर्तव्यों का पालन करेगा।

तालिका

अधिकारी का पदनाम	सार्वजनिक परिसर की श्रेणी और अधिकार क्षेत्र की स्थानीय सीमा
(1)	(2)
श्री एस. बी. सरकार, सेक्रेटरी, बर्न स्टैंडर्ड कम्पनी लिमिटेड, कलकत्ता।	कारखाने की इमारत के क्षेत्र के अलावा बर्न एण्ड कम्पनी लिमिटेड और इण्डियन स्टैंडर्ड वैन कम्पनी लिमिटेड के भूतपूर्व उपक्रमों से संबंधित परिसर।
[एफ. सं. सी. 14011/1/76-सतर्कता] भार. एन. कालिया, उप सचिव	

(Department of Heavy Industry)

New Delhi, the 29th January, 1977

S. O. 704.—Whereas by the notification of the Government of India in the Ministry of Industry (Department of Heavy Industry) No. S.O. 772(E) dated the 3rd December, 1976 the undertakings of the Burn and Company Limited and the Indian Standard Wagon Company Limited, and the right, title and interest of the two companies in relation to their respective undertakings have been vested in the Government company known as the Burn Standard Company Limited, with effect from 1st December, 1976;

Now, Therefore, in exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of a Gazetted officer of Government, to be an estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on the estate officers by or under the said Act, in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of public premises and local limits of jurisdiction
(1)	(2)
Shri S. B. Sarkar, Secretary, Burn Standard Company Limited, Calcutta.	Premises belonging to the erst-while undertakings of the Burn and Company Limited and the Indian Standard Wagon Company Limited other than the area of the factory building.
[F. No. C-14011/1/76-Vig.] R. N. KALIA, Dy. Secy.	

मागरिक पूर्ति एवं सहकारिता मंत्रालय

भारतीय मानक संस्था

नई दिल्ली, 31 जनवरी, 1977

क्र. 705.—समय समय पर संशोधित भारतीय मानक संस्था (प्रमाणन विनियम 1955 के विनियम 14 के उपविनियम (4) के अनुसार भारतीय मानक संस्था द्वारा अधिसूचित किया जाता है कि लाइसेंस संख्या जिसके अन्तर्गत नीचे अनुसूची में दिए हैं, 16 जनवरी 1977 से रद्द कर दिया गया है क्योंकि लाइसेंसधारी ने सुहर लगाने की

न्यूनतम फीस का भुगतान नहीं किया और इस संबंध में हमारे कई पत्रों का उत्तर भी नहीं दिया।

अनुसूची

लाइसेंस संख्या और तारीख	लाइसेंस धारी का नाम और पता	लाइसेंस के अधीन वस्तु/प्रक्रिया	तत्सम्बन्धी भारतीय मानक
सीएम/एल-5217 1976-05-14	सर्वश्री जयकिमान एग्रो केमिकल, जामसर (बीकानेर) (राजस्थान)	खेती में उपयोग के लिए जिप्सम	IS: 6046-1971

[संख्या एमसीडी/एल-5217]

ए. बी. राव, उप-महानिदेशक

MINISTRY OF CIVIL SUPPLIES AND COOPERATION
INDIAN STANDARDS INSTITUTION

New Delhi, the 31st January, 1977

S.O. 705.—In pursuance of sub-regulation (4) of Regulation 14 of the Indian Standards Institution (Certification Marks), Regulation, 1955, as amended from time to time the Indian Standards Institution, hereby notifies that the licence, particulars of which are given below, has been cancelled with effect from 16 January 1977 due to non-payment of minimum marking fee and non-reply to our various letters.

Licence No. and Date	Name and Address of the licensee	Article/Process Covered by the licence	Relevant Indian Standard
CM/L-5217 1976-05-14	M/s. Jai Kisan Agro-Chemical, Jamsar (Bikaner) (Rajasthan).	Gypsum for IS: 6046-1971 Agricultural use.	

[No. MDD/L-5217]

A. B. RAO, Dy. Director General

ऊर्जा मंत्रालय

(विद्युत् विभाग)

प्रदेश

नई दिल्ली, 15 फरवरी, 1977

क्र. 706.—नेवेली लिगनाइट कार्पोरेशन लिमिटेड, गाइडनरीज वर्कसाप, कलकत्ता द्वारा बनाई गई आलर माउन्टेड ट्रिपरकार को निगम के आवेदन सं. सी. एच.टी. डब्ल्यू/ए. 2/विद्युत्/76-10, तारीख 12 जुलाई, 1976 में यथा वर्णित उक्त निगम द्वारा की जाने वाली, नेवेली स्थित लिगनाइट खान से यंत्रीकृत निवृत्त संक्रिया के प्रयोजन के लिए प्रयोग करने की बाबत विम्वलिखित अपेक्षाओं वाली आलर-माउन्टेड-ट्रिपरकार देने की दृष्टि से :—

(1) ट्रिपरकार पर स्थापित सुवाह्य परिणामित्र (ट्रांसफार्मर) से 11 कि० वा० ऊर्जा का प्रेषण और उपयोग,

(2) महायुक्त उपस्कर और प्रणोदों (डाइवर्स) को, उसके प्राथमिक पक्ष (प्राइमरी साइड) पर उच्च विभव विलगक (हाई टेन्शन आईसोलेटर, महोमि प्रवाही (सर्ज अरेस्टर) और परिपथ विच्छेदक (सर्किट ब्रेकर) सहित, त्रिकल (3 फेज) 433 की० ऊर्जा का प्रदाय करने के लिए सुवाह्य ट्रिपर कार पर रखा हुआ 600 कि० वा० ए०, 11000/433 वा० त्रिकल मुख्य परिणामित्र।

(3) स्थायी फिक्सचरों में अकब्रित (अनधार्मिक) और अनाधरित (अनस्क्रिन्ड) 3 फोड और 4 फोड (कोर) के मध्य दाब लचीले केबुल, माधारणतया नलिकाओं में, उन कुछ भागों में के सिवाय जहाँ केबुल को धातु के केसिंग में बन्द न किया जा सका हो जिसमें कि प्रदोनों (स्विचों) बूमी और अन्य भागों का संचलन हो सके।

(4) कुल 300 मीटर लम्बाई का विशेष प्रकार का 11 कि० वा० चार फोड (कोर) का केबुल, जिस पर चालक रबर आवरण हो और धातु आवरण या आन्तर्भ्य (प्लाएबुल) कवच (आर्मरिंग) न हो।

केन्द्रीय सरकार, भारतीय विद्युत नियम, 1956 के नियम 133 के उपनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त नियम के :

- (1) नियम 118 के परन्तुक (क)
- (2) नियम 119 के उपनियम (1) के खण्ड (क)
- (3) नियम 122 के उपनियम (छ)

(4) नियम 123 के उपनियम (5), (6), और (7) के उपबन्ध, निम्नलिखित शर्तों के अधीन रहते हुए शिथिल किए जाएंगे :—

- (क) ट्रिपरकार से युक्त 11 कि० वा० प्रणाली को अपेक्षित ओवर करंट संरक्षण वाले परिपथ विच्छेदक में नियंत्रित किया जाएगा और उसमें समुचित भूक्षरण (अर्थलीकेज) संरक्षण की व्यवस्था की जाएगी।
- (ख) 11 कि० वा० वाले लचीले अनुगामी केबुलों को सभी सिरों पर समुचित बोल्टेड प्रकार के अनुयोजकों में जोड़ा जाएगा।
- (ग) कोई भी व्यक्ति जबकि उसे भारतीय विद्युत नियम, 1956 के नियम 3 के अधीन सम्यकरूप से प्राधिकृत न किया गया हो, 11 कि० वा० वाले लचीले अनुगामी केबुल का हस्तन नहीं करेगा। केबुल पर देखी गई किसी भी क्षति की तुरन्त बल्कनीकरण द्वारा समुचित मरम्मत की जाएगी या केबुल को बदल दिया जाएगा।
- (घ) 11 कि० वा० वाले लचीले अनुगामी केबुल को यांत्रिक क्षति से सम्यकरूप से संरक्षित रखा जाएगा और उसे बाधा और गाड़ियों के यातायात से दूर रखा जाएगा।
- (ङ) 11 कि० वा० वाले लचीले अनुगामी केबुल की 24 घंटे, में कम से कम एक बार मक्षम व्यक्तियों द्वारा परीक्षा की जाएगी।
- (च) 11 कि० वा० प्रणाली की भूतिरन्तरता सुनिश्चित कर ली जानी चाहिए और न्यूनतम संभव प्रतिरोध पर अनुरक्षित होनी चाहिए।
- (छ) मध्य दाब प्रणाली को समुचित भू-भ्रंश संरक्षण से आच्छादित किया जाएगा।
- (ज) उच्च विभव (एच० टी०) और मध्य दाब प्रणाली में भू-क्षरण संरक्षण युक्तियों की मक्षमता के लिए परीक्षा हर 24 घंटे में कम से कम एक बार की जाएगी।
- (झ) लचकदार केबुलों का अभिन्यास ऐसा हो कि किसी प्रकार की बाधा न पड़े। इन लचकदार केबुलों में कहीं भी देखी गई किसी क्षति की तुरन्त सक्षमरूप से बल्कनीकृत किया जाना चाहिए या उस भाग को बदल देना चाहिए। इन केबुलों को सभी सिरों पर बोल्टेड प्रकार के प्वाय अनुयोजकों में जोड़ा जाएगा।
- (ञ) मध्य दाब प्रणाली की मक्षम भूतिरन्तरता सुनिश्चित कर ली जानी चाहिए और न्यूनतम संभव प्रतिरोध पर अनुरक्षित होनी चाहिए, और

(ट) सम्पूर्ण विद्युत् स्थापना, जिसमें 11 कि० वा० 400 बोल्ट या 110 बोल्ट पर प्रणाली में प्रयुक्त लचीले अनुगामी केबुल सम्मिलित है, का पर्याप्त पर्यवेक्षण इस निमित्त भारतीय विद्युत् नियम, 1956 के नियम 3 के अधीन सम्यकरूप से प्राधिकृत सक्षम व्यक्तियों द्वारा किया जाएगा, जो प्रणाली का पर्याप्त निरीक्षण करेंगे, जिससे कि किसी भी खतरे से बचा जा सके।

यह शिथिलीकरण उस समय तक विधिमार्ग बना रहेगा जब तक मशीनरी का प्रयोग होता रहता है।

[सं० ई० एन०-II-6(8)/76]

एस० पी० जैन, उप निदेशक

MINISTRY OF ENERGY

(Department of Power)

ORDER

New Delhi, the 15th February, 1977

S.O. 706.—With a view to accommodate the Neyveli Lignite Corporation Limited in respect of the use of Crawler mounted tripper car, made by Garden Reach Workshop, Calcutta, for the purpose of mechanised opencast operation in the lignite mine at Neyveli to be undertaken by the Corporation as explained in the Corporation's application No. Ch/TW/A2/Elec/76-10 dated 12th July, 1976, the crawler mounted tripper car requiring :

- (1) Transmission and use of 11 K. V. energy with the portable transformer mounted on the tripper car.
- (2) A 600 K.V.A., 11000/433V three phase main transformer mounted on the portable tripper car for the supply of 3 phase, 433V energy to auxiliary equipment and drives together with the high tension isolators, surge arrestors and circuit breaker on its primary side.
- (3) Unarmoured and unscreened, 3 core and 4 core, medium pressure flexible cables in permanent fixtures generally in conduit except in certain parts where the cable could not be encased in metallic casing to permit the movement of the swings, booms and other parts.
- (4) Special type of 11 K.V. four core cable provided with conducting rubber sheathing and not with metallic screening or pliable armouring of a total length of 300 metres.

The Central Government in exercise of the powers conferred by sub-rule (2) of rule 133 of the Indian Electricity Rules, 1956 hereby directs that the provisions of :

- (1) Proviso (a) to rule 118.
- (2) Clause (a) sub-rule (1) of rule 119.
- (3) Sub-rule (g) of rule 122.
- (4) Sub-rule (5), (6) and (7) of Rule 123.

of the said rules shall be relaxed, subject to the following conditions :—

- (a) The 11 K. V. system in conjunction with Tripper Car shall be controlled by a circuit breaker of requisite overcurrent protection and provided with suitable earth leakage protection ;
- (b) The 11 K. V. flexible trailing cables shall be attached at all ends by suitable bolted type connectors ;
- (c) No person unless he is duly authorised under Rule 3 of Indian Electricity Rules, 1956, shall handle the 11 KV flexible trailing cable. Any damage noticed on the cable shall be forthwith properly repaired by vulcanisation or the cable shall be replaced.
- (d) The 11 K. V. flexible trailing cable shall be adequately protected from mechanical damage and the

same should be kept clear of obstruction and vehicular traffic.

- (e) The 11 K. V. flexible trailing cable shall be examined at least once in 24 hours by competent persons.
- (f) The earth continuity of 11 K. V. system should be ensured and maintained at least resistance possible.
- (g) The medium pressure system shall be covered with suitable earth fault protection.
- (h) Earth leakage protection devices in the H. T. and Medium pressure systems shall be tested for efficiency at least once every twenty four hours.
- (i) The layout of flexible cables shall not encounter any obstruction. Any damage noticed anywhere in these flexible cables, should be forthwith efficiently vulcanised or the portion replaced. These cables shall be attached at all ends by means of bolted type plug connectors.
- (j) Efficient earth continuity of the medium pressure system should be ensured and maintained at a low resistance and
- (k) The entire electrical installation, including the flexible trailing cables used in the system at 11 K. V. 400 volts or 110 volts shall be adequately supervised by competent persons duly authorised under rule 3 of Indian Electricity Rules, 1956 in this behalf, who shall adequately inspect the system so as to obviate any danger.

The relaxation shall remain valid for such time as the machinery is in use.

[No. ES. I. H-6(8)/76]

S. P. JAIN, Dy. Director

(कोयला विभाग)

नई दिल्ली, 15 फरवरी, 1977

क्रा० खा० 707.—सरकारी स्थान (अप्राधिकृत अधिसूचियों की बंदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, नीचे दी गई सारणी के स्तम्भ 1 में उल्लिखित नेवेली लिग्नाइट कारपोरेशन लिमिटेड के अधिकारियों को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी नियुक्त करता है, जो उक्त सारणी के स्तम्भ (2) में तत्संबंधी शक्तियों में विनिर्दिष्ट सरकारी स्थानों के प्रयोगों के संबंध में अपने क्षेत्राधिकार के स्थानीय सीमाओं के भीतर उक्त अधिनियम के द्वारा या अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और अधिरोपित कर्मियों का पालन करेंगे।

सारणी

अधिकारी का पदनाम	सरकारी स्थानों के प्रयोग और क्षेत्राधिकार की स्थानीय सीमाएं
1	2
1. सम्पदा अधिकारी, टाउनशिप प्रशासन विभाग, नेवेली लिग्नाइट कारपोरेशन लिमिटेड, तमिलनाडु।	नेवेली लिग्नाइट कारपोरेशन लिमिटेड के या उसके द्वारा अर्जित या किराए पर लिए गए सरकारी स्थान।
2. सहायक टाउनशिप प्रशासक, टाउनशिप प्रशासन विभाग, नेवेली लिग्नाइट कारपोरेशन लिमिटेड, तमिलनाडु।	
3. कर्मिक अधिकारी, टाउनशिप प्रशासन विभाग, नेवेली लिग्नाइट कारपोरेशन लिमिटेड, तमिलनाडु।	

[फा० सं० 2(3)/76-सी० एम०]

चन्द्र धर त्रिपाठी, निदेशक

(Department of Coal)

New Delhi, 15th February, 1977

S.O. 707.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officers of the Neyveli Lignite Corporation Limited, mentioned in column (1) of the Table below, being officers equivalent in rank to gazetted officers of Government, to be estate officers for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act within the local limits of their jurisdiction in respect of the categories of public premises specified in the corresponding entries in column (2) of the said Table.

TABLE

Designation of Officer	Categories of public premises and local limits of jurisdiction
1	2
1. Estate Officer, Township Administration Department, Neyveli Lignite Corporation Limited, Tamil Nadu.	Public premises belonging to, or acquired or hired by Neyveli Lignite Corporation Limited.
2. Assistant Township Administrator, Township Administration Department, Neyveli Lignite Corporation Limited, Tamil Nadu.	
3. Personnel Officer, Township Administration Department, Neyveli Lignite Corporation Limited, Tamil Nadu.	

[F. No. 19(43)/76-CEL]

C. D. TRIPATHI, Director

कृषि और सिंचाई मंत्रालय

(ग्राम विकास विभाग)

नई दिल्ली, 18 नवम्बर, 1976

का० आ० 708.—केंद्रीय सरकार, कृषि उपज (श्रेणीकरण और अंकन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, तम्बाकू श्रेणीकरण और अंकन नियम, 1937 में कतिपय और संशोधन करना चाहती है। जैसा कि उक्त धारा में अपेक्षित है, प्रस्तावित संशोधन नियमों को निम्नलिखित प्रारूप उन सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जा रहा है जिनके उसमें प्रभावित होने की संभावना है। इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर उस तारीख से जिसको हम अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी जाती हैं, एक मास के पश्चात् विचार किया जाएगा।

ऊपर विनिर्दिष्ट तारीख से पूर्व नियमों के उक्त प्रारूप की वास्तविकता भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केंद्रीय सरकार उन पर विचार करेगी।

नियमों का प्रारूप

- 1 इन नियमों का नाम तम्बाकू श्रेणीकरण और अंकन (संशोधन) नियम 1976 है।
- 2 तम्बाकू श्रेणीकरण और अंकन नियम, 1937 में,—
- (1) प्राधिकरण प्रमाण पत्र की विशेष शर्तों के सम्बन्ध में नियम 7 में, "XVII" श्रवक के स्थान पर "XXXVI" श्रवक रखा जाएगा।
- (2) अनुसूची XVII को अनुसूची XXXVI के रूप में पुनः संख्यांकित किया जाएगा और इस प्रकार यथा पुनः संख्यांकित अनुसूची से पहले निम्नलिखित अनुसूचियाँ अन्तःस्थापित की जाएंगी अर्थात् —

"अनुसूची XVII"

ग्रान्ध प्रदेश में उपजाया जाने वाला अतिनिमित्त, स्याह पश्चिमी अग्नि सामाधित तम्बाकू का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग	बनावट	कलेबर	दाग	आकार	सुवास
1	2	3	4	5	6	7
डी डब्ल्यू एक	भूरे से गहरा भूरा	मध्यम से मोटा	हल्के से भारी	पत्ते की सतह के 1/4 से अधिक नहीं	परिवर्ती	सुविष्ट गुणदार सुवास

अनुसूची XVIII

(सामान्यतः पश्चिमी बंगाल राज्य में उपजाया जाने वाला) अतिनिमित्त, वायु-समाधित सिगार तम्बाकू (उमरी) *फिलर (निकोटिन्ना देवेकम)

प्रकार 1 का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान (1)	रंग	बनावट	दाग %	आकार, रूप, कलेबर, सुवास ज्वलनशीलता	माधारण संक्षण	टिप्पणी
1	2	3	4	5	6	7
एन बी एक-I	जैतुनी हरा	मध्यम से मोटा	2.5 % अधिक नहीं होगा	15 से 0.5 से कम तम्बाकू नहीं होना चाहिए। धूल या अन्य बाह्य द्रव्य से रहित होगा। कलेबर हल्का से भारी होगा। अच्छी से माधारण सुवास तथा ज्वलनशील होगा।	तम्बाकू के पत्ते—	
					(1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्ति-युक्त रूप से एक समान होंगे,	
					(2) छूने पर परिपक्व टोस लगेंगे,	
					(3) पूर्णतया वायु-समाधित और सुखाए हुए होंगे तथा उनमें उचित नहीं होंगे,	
					(4) काँटों द्वारा किए गए नुकसान, यान्त्रिक क्षति तथा नमी अथवा फंगस आदि से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे।	
एन बी एक-II	जैतुनी हरा	औसत से मोटा	6.5 प्रतिशत से अधिक नहीं होगा	मध्यम से भारी कलेबर, माधारण से औसत सुवास तथा माधारण ज्वलनशीलता। 12 से 0.5 से कम तम्बाकू नहीं होगा। धूल तथा अन्य बाह्य द्रव्य से रहित होगा।		

*सिगार फिलर पत्ता (वायु-समाधित) तम्बाकू में निकोटिन्ना देवेकम की कोई भी देशी किस्म या सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(1) श्रेणीकरण में आकारात्मक गलतियों के लिए गुणांक रखने के लिए, पत्तों के रंग और बनावट के लिए अग्रणी निम्नतर श्रेणी में के विनिर्देशों के समन्वय 1/16 की सहायता अनुज्ञात होगी।

%दाग में हरे धब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्छेद से होने वाली टूट-फूट, और काले निशान आते हैं। तम्ब 4 में दिए गए अनुपात के आकड़े धिसों की नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निदर्श करने हैं।

अनुसूची XIX

(सामान्यतः पश्चिमी बंगाल, बिहार तथा उत्तर भारतीय राज्यों में उपजाया जाने वाला) अविनिमित्त, वायु-संसाधित मिगार तम्बाकू (उत्तरी)*
फिलर (निकोटियाना टेबेकम) प्रकार II का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग (a)	बनावट	दाग%	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एन एफ-I	हल्के से गहरा भूरा परिवर्ती	मध्यम से औसत	25 प्रतिशत से अधिक नहीं होगा	15 से०मी० से कम लम्बाई नहीं होनी चाहिए। धूल या अन्य बाह्य द्रव्य से रहित होगा। अच्छी से साधारण सुवास तथा ज्वलनशील होगा।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) धूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान, यांत्रिक क्षति तथा नमी अथवा फंगस आदि से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे।	
सी ई एफ-II	हल्के से गहरा भूरा, परिवर्ती	औसत से मोटा	65 प्रतिशत से अधिक नहीं होगा	मध्यम से भारी कलेवर, साधारण से औसत सुवास तथा साधारण ज्वलनशीलता, लम्बाई 12 से०मी० से कम नहीं होगी। धूल या अन्य बाह्य द्रव्य से रहित होगी।		

*मिगार फिलर पत्ता (वायु-संसाधित) तम्बाकू में निकोटियाना टेबेकम की कोई भी देशी किस्में आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(a)श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समान रूप 1/16 की सहायता अनुज्ञात होगी।

%दाग में हरे धब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोच्छन्न में होने वाली दूट-फूट, और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के अंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XX

(सामान्यतः आन्ध्र प्रदेश राज्य के पूर्ब और पश्चिम गोदावरी में उपजाया जाने वाला) अविनिमित्त वायु-संसाधित मिगार तम्बाकू फिलर (निकोटियाना टेबेकम) प्रकार III का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग(a)	बनावट	दाग%	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
सी ई एफ-I	भूरा से हल्का स्याह	मध्यम से मोटा	25 प्रतिशत से अधिक नहीं होगा	15 से०मी० से कम लम्बाई नहीं होनी चाहिए। धूल या अन्य बाह्य द्रव्य से रहित होगी, हल्के से भारी कलेवर, अच्छी से साधारण सुवास तथा ज्वलनशील होगा।	तम्बाकू के पत्ते— (1) उचित रूप से रूप, रंग किस्म/प्रकार के लक्षणों में एक समान होंगे, (2) धूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान, यांत्रिक क्षति तथा नमी अथवा फंगस आदि से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे।	
सी ई एफ-II	भूरा से हल्का स्याह	मध्यम से मोटा	65 प्रतिशत से अधिक नहीं होगा	मध्यम से भारी कलेवर, साधारण से औसत सुवास तथा साधारण ज्वलनशीलता 12 से०मी० से कम लम्बाई नहीं होगी, धूल या अन्य बाह्य द्रव्य से रहित होगा।		

*मिगार फिलरपत्ता (वायु-संसाधित) में निकोटियाना टेबेकम की कोई भी देशी किस्में आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(a)श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समान रूप 1/16 की सहायता अनुज्ञात होगी।

%दाग में हरे धब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोच्छन्न में होने वाली दूट-फूट, और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के अंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXI

(सामान्यतः आन्ध्र प्रदेश राज्य में उपजाया जाने वाला) अविनिमित्त, वायु-संसाधित सिगार तम्बाकू (सिरकार्म) *फिलर (निकोटियाना टेबेकम) प्रकार

IV का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग@	बनावट	दागा†	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
सी ओ एफ-I	हल्का स्याह गाढ़ा स्याह	मध्यम से मोटा	25 प्रतिशत से अधिक नहीं होगा	15 से०मी० से कम लम्बाई नहीं होनी चाहिए, धूल या अन्य बाह्य द्रव्य से रहित, हल्के से भारी कलेवर, अच्छी से साधारण सुवास तथा ज्वलनशील होगा।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान यांत्रिक क्षति तथा नमी अथवा फंगस आदि से होने वाले घब्बों से युक्तियुक्त रूप से मुक्त होंगे	
सी ओ एफ-II	हल्का स्याह से गाढ़ा स्याह	मध्यम से मोटा	65 प्रतिशत से अधिक नहीं होगा	मध्यम से भारी कलेवर, साधारण से श्रौमन् सुवास तथा 12 से०मी० से कम लम्बाई नहीं होगा, धूल या अन्य बाह्य द्रव्य से रहित होगा।		

*सिगार फिलर पत्ता (वायु-संसाधित) तम्बाकू में निकोटियाना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एकरूप लक्षणों वाले होंगे।

@श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समरूप 1/16 की सहायता अनुज्ञात होगी।

†दाग में हरे घब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोच्छन में होने वाली टूट-फूट और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXII

(सामान्यतः तमिलनाडु राज्य में उपजाया जाने वाला) अविनिमित्त, वायु-संसाधित सिगार तम्बाकू (विश्वणी)* फिलर (निकोटियाना टेबेकम) प्रकार

V का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग@	बनावट	दागा†	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एस टी एफ-I	हल्का भूरा स्याह/ गाढ़ा स्याह	मध्यम से मोटा	25 प्रतिशत से अधिक नहीं होगा	15 से०मी० से कम लम्बाई नहीं होनी चाहिए। धूल या अन्य बाह्य द्रव्य से रहित, हल्के से भारी कलेवर अच्छी से साधारण सुवास तथा ज्वलनशील होगा।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे; (2) छूने पर परिपक्व ठोस लगते हैं; (3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान यांत्रिक क्षति तथा नमी अथवा फंगस आदि फफूँव से होने वाले घब्बों में युक्तियुक्त रूप से मुक्त होंगे।	
एस टी एफ-II	हल्का भूरा स्याह/ गाढ़ा स्याह	मध्यम से मोटा	65 प्रतिशत से अधिक नहीं होगा	मध्यम से भारी कलेवर साधारण से श्रौमन् सुवास तथा साधारण ज्वलनशीलता। 12 से०मी० से कम लम्बाई नहीं होनी चाहिए। धूल या अन्य बाह्य द्रव्यों से रहित होगा।		

* सिगार फिलर पत्ता (वायु-संसाधित) तम्बाकू में निकोटियाना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

@ श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समरूप 1/16 की सहायता अनुज्ञात होगी।

† दाग में हरे घब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोच्छन में होने वाली टूट-फूट और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXIII

(सामान्यतः मैसूर राज्य में उपजाया जाने वाला) अविनिर्मित, वायु-संसाधित मिगार तम्बाकू (दक्षिणी)* फिलर (निकोटियाना टेबेकम) प्रकार VI का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग(॥)	बनावट	वागु†	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एम०एम०एफ०-I	हल्के बादामी भूरे से गहरा भूरा	मध्यम से शीत	25 प्रतिशत से अधिक नहीं होगा	15 से०मी० से कम लम्बाई नहीं होगी। धूल या अन्य बाह्य द्रव्य से रहित, हल्के से भारी कलेवर, अच्छी से साधारण सुवास तथा ज्वलनशील होगा।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी;	
एम०एम०एफ०-II	हल्के बादामी भूरे से गहरा भूरा	मध्यम से शीत	65 प्रतिशत से अधिक नहीं होगा	12 से०मी० से कम लम्बाई नहीं होगी। धूल या अन्य बाह्य द्रव्य से रहित होंगे मध्यम से भारी कलेवर, साधारण से शीत सुवास तथा सामान्य ज्वलनशीलता	(4) कीटों द्वारा किए गए नुकसान, यान्त्रिक क्षति तथा नमी अथवा फंगस आदि से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे।	

* मिगार फिलर पत्ता (वायु-संसाधित) तम्बाकू में निकोटियाना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(॥) श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अग्रणी निम्न श्रेणी में के विनिर्देशों के सम-नुरूप 1/16 की सहायता अनुज्ञात होगी।

† वागु में हरे धब्बे, भूरे निशान और पीड़क जंतु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोच्छन में होने वाली टूट-फूट और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXIV

(सामान्यतः पश्चिमी बंगाल में उपजाया जाने वाला) अविनिर्मित, वायु संसाधित मिगार तम्बाकू (उत्तरी)* वाइण्डर लीफ (निकोटियाना टेबेकम) प्रकार VII का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग(॥)	बनावट	वागु†	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एन बी बी-I	मध्यम जैतूनी हरा	उत्तम से मध्यम, साधारण लचीली	10 प्रतिशत से अधिक नहीं होगी	30 से०मी० से अधिक लम्बाई/पतला से मध्यम कलेवर तेलिया, दबी हुई शिराओं, अच्छी सुवास तथा ज्वलनशीलता।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान यान्त्रिक क्षति तथा नमी अथवा फंगस से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे,	
एन बी बी-II	मध्यम जैतूनी हरा	उत्तम से मध्यम साधारण लचीली	11 से 25 प्रतिशत के बीच	20 से०मी० से 30 से०मी० के बीच लम्बाई, मध्यम कलेवर, तेलिया, मुख्य शिराओं से दबी हुई, अच्छी सुवास तथा ज्वलनशीलता	(5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	
एन बी बी-III	मध्यम से गहरा जैतूनी हरा	मध्यम, अग्र लचीली	26 से 50 प्रतिशत के बीच	15 से०मी० से 20 से०मी० के बीच लम्बाई, मध्यम कलेवर कम तेलिया, मुख्य शिराओं से दबी हुई, साधारण सुवास तथा सामान्य ज्वलनशीलता।		

* मिगार वाइण्डर लीफ (वायु-संसाधित) तम्बाकू में निकोटियाना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(॥) श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए, पत्तों के रंग और बनावट के लिए अग्रणी निम्नतर श्रेणी में के विनिर्देशों के सम-नुरूप 1/16 की सहायता अनुज्ञात होगी।

† वागु में हरे धब्बे, भूरे निशान और पीड़क जंतु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्छन में होने वाली टूट-फूट, और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात आंकड़े प्रोच्छन के सम्पूर्ण क्षेत्र के प्रति निर्देश हैं।

अनुसूची XXV

(सामान्यतः पश्चिमी बंगाल, बिहार तथा उत्तर भारत के राज्यों में उपजाया जाने वाला) अविनिर्मित, वायु-संसाधित सिगार तम्बाकू (उत्तरी)* बाइण्डर लीफ (निकोटिन्ना टेबेकम) प्रकार 8 का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग (a)	बनावट	भाग %	आकार, रूप, कलेवर, सुवास ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एन बी-I	मध्यम बादामी भूरा	उत्तम से मध्यम, साधारण लचीला	10 प्रतिशत से अधिक नहीं होगा	30 सें.मी० से अधिक लम्बाई, पतला से मध्यम कलेवर, तैलिया दबी हुई शिराएं, अच्छी सुवास तथा ज्वलनशीलता।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु-संसाधित और सूखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान, यांत्रिक क्षति तथा नमी अथवा फंगस से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे; (5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	
एन बी-II	मध्यम बादामी भूरा	यथोक्त-लचीला	11 से 25 प्रतिशत के बीच	20 से 30 सें.मी० के बीच लम्बाई, मध्यम, कलेवर, तैलिया, मुख्य शिराओं से दबी हुई, अच्छी सुवास तथा ज्वलनशीलता।		
एन बी-III	मध्यम से गहरा बादामी भूरा	मध्यम, अर्ध लचीला	26 से 50 प्रतिशत के बीच	15 सें.मी० से 20 सें.मी० के बीच लम्बाई, कम तैलिया, मुख्य शिराओं से दबी हुई, साधारण सुवास तथा सामान्य ज्वलनशीलता।		

*सिगार बाइण्डर लीफ (वायु-संसाधित) तम्बाकू में निकोटिन्ना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(a) श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए प्रगती निम्नतर श्रेणी में की विनिर्देशों के समनुरूप 1/16 की सहायता अनुज्ञात होगी।

% भाग में हरे धब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्छन में होने वाली दूट-फूट और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXVI

(सामान्यतः आन्ध्र प्रदेश राज्य के पूर्व और पश्चिम गोदावरी जिलों में उपजाया जाने वाला) अविनिर्मित, वायु-संसाधित सिगार तम्बाकू* बाइण्डर लीफ (निकोटिन्ना टेबेकम) प्रकार 9 का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग (a)	बनावट	भाग %	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	सामान्य लक्षण	टिप्पणी
1	2	3	4	5	6	7
सी ई बी-I	हल्का भूरा हल्का महोगनी भूरा	उत्तम से मध्यम, लचीला	10 प्रतिशत से अधिक नहीं होगा	30 सें.मी० से अधिक लम्बाई पतले से मध्यम करने पर तैलिया दबी हुई हल्की मोटी शिराएं मधुर सुवास तथा एक समान ज्वलनशीलता।	तम्बाकू के पत्ते (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु-संसाधित और सूखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान, यांत्रिक क्षति तथा नमी अथवा फंगस से होने वाले धब्बों से रूप से मुक्त होंगे, (5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	
सी ई बी-II	मध्यम भूरा से मध्यम महोगनी भूरा	मध्यम, साधारण लचीला	11 से 25 प्रतिशत के बीच होगा	20 से 30 सें.मी० के बीच लम्बाई, तैलिया, कुछ मोटी शिराएं दबी हुई, मधुर सुवास तथा एक समान ज्वलनशीलता।		
सी ई बी-III	गहरा भूरा से गहरा महोगनी भूरा	मध्यम अर्ध लचीला	26 से 50 प्रतिशत के बीच होगा	15 सें.मी० से 20 सें.मी० के बीच लम्बाई मध्यम कलेवर, कम तैलिया, कुछ मुख्य शिराएं, दबी हुई साधारण सुवास, सामान्य ज्वलनशीलता।		

* सिगार बाइण्डर लीफ (वायु संसाधित) तम्बाकू में निकोटिन्ना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(a) श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए प्रगती निम्नतर श्रेणी में की विनिर्देशों के समनुरूप 1/16 की सहायता अनुज्ञात होगी।

% भाग में हरे धब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्छन में होने वाली दूट-फूट और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश हैं।

अनुसूची XXVII

(सामान्यतः आन्ध्र प्रदेश राज्य में उपजाया जाने वाला) अविनिर्मित, वायु-संसाधित, सिगार तम्बाकू* बाइन्डर लीफ (निकोटिन्ना टेबेकम) प्रकार 10 का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग @	बनावट	दाग %	आकार, रूप, कलेवर सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पण
1	2	3	4	5	6	7
सी बी—I	हल्का भूरा	उत्तम से मध्यम, लचीला	10 प्रतिशत से अधिक नहीं होगा	30 सेंमी० से अधिक लम्बाई तथा पतले से मध्यम कलेवर, तैलिया, खबी हुई शिरायें, मधुर सुवास और एक समान ज्वलनशीलता ।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे,	
सी बी—II	मध्यम भूरा	मध्यम, साधारण लचीला	11 से 25 प्रतिशत के बीच होगा	20 से 30 सेंमी० के बीच लम्बाई, मध्यम कलेवर, तैलिया, कुछ मुख्य शिरायें खबी हुई, मधुर सुवास तथा एक समान ज्वलनशीलता ।	(3) पूगेतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान यांत्रिक क्षति तथा नमी अथवा फगस से होने वाले घब्बों से युक्तियुक्त रूप से मुक्त होंगे,	
सी बी—III	गहरा भूरा	मध्यम, अर्ध-लचीला	26 से 50 प्रतिशत के बीच होगा	15 से 20 सेंमी० के बीच लम्बाई, मध्यम कलेवर, कम तैलिया, कुछ मुख्य शिरायें खबी हुई, साधारण सुवास और सामान्य ज्वलनशीलता ।	(5) युक्तियुक्त रूप से छिद्रों से रहित होंगे ।	

*सिगार बाइन्डर लीफ (वायु-संसाधित) तम्बाकू में निकोटिन्ना टेबेकम की कोई भी देशी किस्म आ सकती है किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे ।

@श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समानु रूप 1/16 की सहायता अनुशात होगी ।

%दाग में हरे घब्बे भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्छन में होने वाली टूट-फूट और काले निशान आते हैं । स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं ।

अनुसूची XXVIII

(सामान्यतः तमिलनाडु राज्य में उपजाया जाने वाला) अविनिर्मित वायु-संसाधित सिगार तम्बाकू दक्षिणी* बाइन्डर लीफ (निकोटिन्ना टेबेकम) प्रकार II का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग @	बनावट	दाग %	आकार, रूप, कलेवर सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एस टी डी 1	हल्का भूरा से हल्का महोपनी भूरा	उत्तम से मध्यम लचीला	10 प्रतिशत से अधिक नहीं	30 से 40 सेंमी० से अधिक लम्बाई पतला से मध्यम कलेवर तैलिया खबी हुई कम मोटी शिरायें मधुर सुवास तथा एक समान ज्वलनशीलता ।	तम्बाकू के पत्ते— (1) रंग किस्म/प्रकार में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे	

1	2	3	4	5	6	7
एस टी बी II	मध्यम से मध्य-महोगनी	भूरा मध्यम साधारण भूरा लचीला	11 से 25 प्रतिशत के बीच होगा	20 सें०मी० से 30 सें०मी० के बीच लम्बाई, मध्यम कलेवर कम तैल्युक्त, कुछ मुख्य शिराएं दबी हुई मसूर सुवास तथा एक समान ज्वलनशीलता।	(3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी। (4) कीटों द्वारा किए गए नुकसान यांत्रिक क्षति तथा नमी भ्रथवा फंगस से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे। (5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	
एस टी बी III	गहुरा भूरा से गाढ़ा महोगनी भूरा	मध्यम अर्ध-लचीला	26 से 50 प्रतिशत के बीच होगा	15 से 20 सें० मी० के बीच लम्बाई, मध्यम कलेवर कम तैलिया कुछ मुख्य शिराएं दबी हुई साधारण सुवास सामान्य ज्वलनशीलता।		

*मिगार बाइन्डर लीफ (वायु-संसाधित) तम्बाकू में निकोटिआना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(a) श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समतुल्य 1/16 की सहायता अनुज्ञात होगी।

% वाग में हरे धब्बे भूरे निशान और पीठक जन्तु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्चन में होने वाली टूट फूट और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXIX

(सामान्यतः मैसूर राज्य में उपजाया जाने वाला) अविनिर्मित वायु-संसाधित मिगार तम्बाक (दक्षिणी)* बाइन्डर लीफ (निकोटिआना टेबेकम) प्रकार VII का श्रेणी आधिधान तथा क्वासिटी की परिभाषा

श्रेणी आधिधान	रंग (a)	बनावट	वाग %	आकार रूप कलेवर सुवास ज्वलनशीलता	साधारण लक्षण	टिप्पण
1	2	3	4	5	6	7
एस एम बी I	हल्का भूरा/हल्का गहुरा भूरा/महोगनी भूरा/मध्यम जैतूनी हरा	उत्तम से मध्यम लचीला	10 प्रतिशत से अधिक नहीं होगा	30 सें०मी० से अधिक लम्बाई पत्ते से मध्यम कलेवर तैलिया, दबी हुई शिराएं, मधुर सुवास तथा एक समान ज्वलनशीलता।	तम्बाकू के पत्ते— (1) रूप रंग किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे;	
एस एम बी II	मध्यम भूरा/मध्यम महोगनी भूरा/गाढ़ा जैतूनी हरा	मध्यम साधारण लचीला	11 से 25 प्रतिशत के बीच होगा	20 सें०मी० से 30 सें०मी० के बीच लम्बाई, मध्यम कलेवर, तैलिया, कुछ मुख्य शिराएं दबी हुई, मधुर सुवास तथा साधारण ज्वलनशीलता।	(3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान यांत्रिक क्षति तथा नमी भ्रथवा फंगस से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे।	
एस एम बी III	गहुरा भूरा/गाढ़ा महोगनी भूरा/गाढ़ा जैतूनी हरा	मध्यम अर्ध-लचीला	26 से 50 प्रतिशत के बीच होगा	15 सें०मी० से 20 सें०मी० के बीच लम्बाई, मध्यम कलेवर, कम तैलिया, कुछ मुख्य शिराएं दबी हुई, साधारण सुवास तथा सामान्य ज्वलनशीलता।	(5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	

*मिगार बाइन्डर लीफ (वायु-संसाधित) तम्बाकू में निकोटिआना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

(a) श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समतुल्य रूप, 1/16 की सहायता अनुज्ञात होगी।

% वाग में हरे धब्बे भूरे निशान और पीठक जन्तु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्चन में होने वाली टूट-फूट, और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXX

(सामान्यतः पश्चिमी बंगाल राज्य में उपजाया जाने वाला) अभिनिर्मित, वायु-संसाधित सिगार तम्बाकू (उत्तरी)* रेपर लीफ (निकोटिआना टैवेकम) प्रकार XIII का श्रेणी अभिधान तथा क्वालिटी की परिभाषा ।

श्रेणी अभिधान	रंग० @	बनावट	दाग %	आकार, रूप, कनेक्टर, सुवास ज्वलनशीलता	साधारण लक्षण ,	टिप्पणी
1	2	3	4	5	6	7
एन बी डब्ल्यू-I	हल्का जैतूनी हरा	उत्तम मुलायम लचीला	5 प्रतिशत से अधिक नहीं होगा	40 सें०मी० तथा उससे अधिक लम्बाई पतला कनेक्टर, बहुत तैलिया बहुत फैला हुआ, एक समान, कुछ पतली शिराओं पर दबा हुआ, अच्छी सुवास तथा ज्वलनशीलता ।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी,	
एन बी डब्ल्यू-II	हल्का जैतूनी हरा	अम, मुलायम लचीला	6 से 10 प्रतिशत के बीच होगा	30 सें०मी० से 40 सें०मी० के बीच लम्बाई, पतला कनेक्टर, तैलिया, साधारण फैला हुआ, एक समान कुछ पतली शिराओं पर दबा हुआ अच्छी सुवास तथा ज्वलनशीलता ।	(4) कीटों द्वारा किए गए नुक- सान धात्विक अति तथा नमी धयवा फंगम से होने वाले धम्बों में युक्तियुक्त रूप से मुक्त होंगे ।	
एन बी डब्ल्यू-III	मध्यम जैतूनी हरा	उत्तम से मध्यम साधारण मुलायम अर्ध लचीला	11 से 15 प्रतिशत के बीच होगा	20 सें०मी० से 30 सें०मी० के बीच लम्बाई, मध्यम कनेक्टर, कम तैलिया, फैला हुआ एक समान, कुछ पतली शिराओं पर दबा हुआ, साधारण सुवास तथा ज्वलनशीलता ।	(5) युक्तियुक्त रूप से छिद्रों से रहित होंगे ।	
एन बी डब्ल्यू-IV	मध्यम जैतूनी हरा	उत्तम से मध्यम साधारण मुलायम अर्ध लचीला	16 से 20 प्रतिशत के बीच होगा	10 सें०मी० से 20 सें०मी० के बीच लम्बाई, मध्यम कनेक्टर, कम तैलिया, फैला हुआ, एक समान, कुछ शिराओं पर दबा हुआ, साधारण सुवास तथा ज्वलनशीलता ।		

*सिगार रेपर लीफ (वायु संसाधित) तम्बाकू में निकोटिआना टैवेकम की कोई भी देशी किस्म या सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे ।

@श्रेणीकरण में आकिस्मक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के समनुरूप 1/16 की सहायता अनुज्ञात होगी ।

%दाग में हरे छब्बे, भूरे निशान और पीड़क अन्तु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोष्ठन से होने वाली टूट-फूट, और काले निशान आते हैं । स्तम्भ 4 में दिए गए अनुपात के आकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं ।

घनसूची XXXI

(सामान्यतः पश्चिम बंगाल, बिहार तथा उत्तर भारतीय राज्यों में उपजाया जाने वाला) अविनिमित्त, वायु-संसाधित सिगार तम्बाकू (उत्तरी)* रैपर लीफ (निकोटिग्राना टेबेकम) प्रकार 14 का श्रेणी अभियान तथा क्वालिटी की परिभाषा ।

श्रेणी अभियान	रंग (a)	बनावट	दाग	आकार, रूप, कलेबर सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एन डब्ल्यू I	हल्का बादामी भूरा	उत्तम, मुलायम लचीला	5 प्रतिशत से अधिक नहीं होगा ।	40 सें० मी० तथा उससे अधिक लम्बाई, पतला कलेबर, बहुत तैलिया, बहुत फैला हुआ, एक समान, कुछ पतली शिराओं पर दबा हुआ, अच्छी सुवास तथा ज्वलनशीलता ।	तम्बाकू के पत्ते— (1) उचित रूप से रूप, रंग, किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे । (2) छूने पर परिपक्व ठोस लगेंगे । (3) पूर्णतया वायु संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी ।	
एन डब्ल्यू II	हल्का बादामी भूरा	उत्तम, मुलायम, लचीला	6 से 10 प्रतिशत के बीच होगा ।	30 सें० मी० से 40 सें० मी० के बीच लम्बाई, पतला कलेबर, तैलिया साधारण फैला हुआ एक समान, कुछ पतली शिराओं पर दबा हुआ, अच्छी सुवास तथा ज्वलनशीलता ।	(4) कीटों द्वारा किए गए नुकसान, यान्त्रिक क्षति तथा नमी अथवा फगस से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे । (5) युक्तियुक्त रूप से छिद्रों से रहित होंगे ।	
एन डब्ल्यू III	मध्यम बादामी भूरा	उत्तम से मध्यम, साधारण मुलायम, अर्ध लचीला	11 से 15 प्रतिशत के बीच होगा ।	20 से 30 सें० मी० के बीच लम्बाई, मध्यम कलेबर, कम तैलिया, फैला हुआ, एक समान, कुछ पतली शिराओं पर दबा हुआ, साधारण सुवास तथा ज्वलनशीलता ।		
एन डब्ल्यू IV	मध्यम बादामी भूरा	उत्तम से मध्यम, साधारण मुलायम, अर्ध लचीला	16 से 20 प्रतिशत के बीच होगा ।	10 से 20 सें० मी० के बीच लम्बाई, मध्यम कलेबर, कम तैलिया, फैला हुआ, एक समान, कुछ पतली शिराओं पर दबा हुआ, साधारण सुवास तथा ज्वलनशीलता ।		

*सिगार रैपर लीफ (वायु-संसाधित) तम्बाकू में निकोटिग्राना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने अथवा आधान में के सभी पत्ते उस किस्म के एकरूप लक्षणों वाले होंगे ।

@श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए, पत्तों के रंग और बनावट के लिए अगली निम्नतर श्रेणी में के विनिर्देशों के सममुरूप 1/16 की सहायता अनुज्ञात होगी ।

%दाग में हरे धब्बे, धूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान हस्तन, तथा प्रोच्छन्न होने वाली टूट-फूट और काले निशान आते हैं । स्तम्भ 4 में दिये गये अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं ।

अनुसूची XXXII

(सामान्यतः आन्ध्र प्रदेश के पूर्व तथा पश्चिम गोदावरी जिले में उपजाया जाने वाला) अविनिर्मित, वायु-संसाधित सिगार तम्बाकू (सिरकाज)* रैपर रॉफ (निकोटिना टेबेकम) प्रकार 15 का श्रेणी अभिधान तथा क्वालिटी की परिभाषा।

श्रेणी अभिधान	रंग (@)	बनावट	दाग %	माइज, आकार, कलेवर सुवास, ज्वलनशीलता	माधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
सी ई डब्ल्यू I	हल्का बादामी भूरा	उत्तम से मध्यम, माधारण मुलायम, लचीला	5 प्रतिशत से अधिक नहीं होगा।	40 सें० मी० तथा अधिक लम्बाई, मध्यम कलेवर, तैलिया, फैला हुआ, एक समान, बहुत चिकना, दबा हुआ तथा कुछ पतली शिराओं, अण्डी सुवास तथा ज्वलनशीलता।	(1) रूप, रंग, किस्म/प्रकार के लक्षण में युक्तियुक्त रूप से एक समान होंगे। (2) छूने पर परस्पर टोस लगेंगे। (3) पूर्णतया वायु संसाधित और	
सी ई डब्ल्यू II	हल्का बादामी भूरा	उत्तम से मध्यम, माधारण मुलायम, लचीला	6 से 10 प्रतिशत के बीच होगा।	30 सें० मी० से 40 सें० मी० के बीच लम्बाई, मध्यम कलेवर, फैला हुआ, एक समान, चिकना, कुछ पतली शिराओं पर दबा हुआ, अण्डी सुवास तथा ज्वलनशीलता।	(4) कीटों द्वारा किए गए नुकसान, यान्त्रिक क्षति तथा सभी अवस्था फंगस से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे। (5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	
सी ई डब्ल्यू III	गाढ़ा बादामी भूरे से भूरा	मध्यम, माधारण लचीला	11 से 15 प्रतिशत के बीच होगा।	20 सें० मी० से 30 सें० मी० के बीच लम्बाई, मध्यम से भारी कलेवर, कम तैलिया, फैला हुआ, एक समान, कुछ शिराओं पर दबा हुआ, माधारण सुवास तथा ज्वलनशीलता।		
सी ई डब्ल्यू IV	गाढ़ा बादामी भूरे से भूरा	मध्यम, माधारण लचीला	16 से 20 प्रतिशत के बीच होगा।	10 सें० मी० से 20 सें० मी० के बीच लम्बाई, मध्यम कलेवर, कम तैलिया, फैला हुआ, एक समान, कुछ शिराओं पर दबा हुआ, माधारण सुवास तथा ज्वलनशीलता।		

*सिगार रैपर लीफ (वायु-संसाधित) तम्बाकू में निकोटिना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी तमूने अथवा आधान में के सभी पत्ते उस किस्म के एकरूप लक्षणों वाले होंगे।

@श्रेणीकरण में प्राकृतिक गलतियों के लिए गुंजाइश रखने के लिये, पत्तों के रंग और नावट के लिये अगली निम्नतर श्रेणी में के विनिर्देशों के समान रूप 1/16 की सहायता अनुज्ञात होगी।

%राग में हरे धब्बे, भूरे निशान और पीड़क जन्तु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोब्डन में होने वाली टूट-फूट और काले निशान आते हैं। स्तम्भ 4 में दिये गये अनुपात के आंकड़े किसी भी तमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXXIII

(सामान्यतः आन्ध्र प्रदेश में उपजाया जाने वाला) अविनिर्मित, वायु-संसाधित लम्बाकू (मिरकर्स) *रेपर लीफ (निकोटिग्लाना टेबेकम) प्रकार XVI का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग (@)	बनावट	दाग %	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पण
1	2	3	4	5	6	7
लम्बाकू के पत्ते—						
सी ए इन्स्यू I	मध्यम बादामी भूरा	उत्तम से मध्यम, साधारण मुलायम लचीला	5 प्रतिशत से अधिक नहीं होगा।	40 से 0 मी० तथा अधिक लम्बाई, पतला, कलेवर, तैलिया, फैला हुआ, एक समान, कुछ पतली शिराओं पर दबा हुआ, अच्छी सुवास तथा साधारण ज्वलन- शीलता।	(1) रूप, रंग, किस्म। प्रकार के लक्षण में व्यक्तिगत रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेगे, (3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उज्जित नमी होगी,	
सी ए इन्स्यू II	मध्यम बादामी भूरा	उत्तम से मध्यम, साधारण मुलायम, लचीला	6 से 10 प्रतिशत के बीच होगी।	30 से 0 मी० से 40 से 0 मी० के बीच लम्बाई, पतला कलेवर, तैलिया, फैला हुआ, एक समान कुछ पतली शिराओं पर दबा हुआ, अच्छी सुवास तथा साधारण ज्वलनशीलता।	(4) कीटों द्वारा किए गए नुक- सान यांत्रिक क्षति तथा नमी प्रपक्व फंगस से होने वाले धब्बों से व्यक्तिगत रूप में मुक्त होंगे, (5) व्यक्तिगत रूप से छिद्रों से रहित होंगे।	
सी ई इन्स्यू III	गाढ़ा बादामी भूरे से भूरा	मध्यम, साधारण लचीला	11 से 15 प्रतिशत के बीच होगा।	20 से 0 मी० से 30 से 0 मी० के बीच लम्बाई मध्यम से भारी कलेवर, कम तैलिया, फैला हुआ, एक समान, कुछ शिराओं पर दबा हुआ, साधारण सुवास तथा ज्वलनशीलता।		
सी ई इन्स्यू IV	गाढ़ा बादामी भूरे से भूरा	मध्यम, साधारण लचीला	16 से 20 प्रतिशत के बीच होगा।	10 से 0 मी० से 20 से 0 मी० के बीच लम्बाई, मध्यम कलेवर, कम तैलिया, फैला हुआ, एक समान, कुछ शिराओं पर दबा हुआ, साधारण सुवास तथा ज्वलनशीलता।		

* निगार रेपर लीफ (वायु-संसाधित) लम्बाकू में निकोटिग्लाना टेबेकम की कोई भी देशी किस्म आ सकती है, किन्तु किसी भी नमूने प्रथम प्राधान्य में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

@ श्रेणीकरण में प्राकृतिक गलतियों के लिए गुंजाइश रखने के लिए, पत्तों के रंग और बनावट के लिए प्राचीन निम्नतर श्रेणी में के विनिर्देशों के समान रूप 1/16 की सह्यता अनुज्ञात होगी।

% दाग में हरे धब्बे, भूरे निशान और पीढ़क जन्तु तथा रोगों से होने वाला नुकसान, हस्तन तथा प्रोचन में होने वाली टूट-फूट, और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची XXXIV

(सामान्यतः तमिलनाडु राज्य में उपजाया जाने वाला) अविनिर्मित, वायु-संसाधित सिगार तम्बाकू (दक्षिणी) *रैपर लीफ (निकोटिआना टेबेकम)

प्रकार XVII का श्रेणी अभिधान तथा क्वालिटी की परिभाषा

श्रेणी अभिधान	रंग @	बनाबट	दाग %	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	माधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एस टी डब्ल्यू I	मध्यम जैतूनी हरा/ मध्यम बादामी भूरा	उत्तम से मध्यम साधारण मुलायम, लचीला	5 प्रतिशत से अधिक नहीं होगा	40 सें० मी० तथा उससे अधिक तम्बाई, पतला कलेवर, तैलिया, फैला हुआ, एक समान, कुछ पलसी शिराओं पर दबा हुआ, अच्छी सुवास तथा माधारण ज्वलनशीलता।	तम्बाकू के पत्ते— (1) रूप, रंग, किस्म प्रकार के लक्षण में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे,	
एस टी डब्ल्यू II	मध्यम जैतूनी हरा/ मध्यम बादामी भूरा	उत्तम से मध्यम, साधारण मुलायम लचीला	6 से 10 प्रतिशत के बीच होगा	30 सें० मी० से 40 सें० मी० के बीच तम्बाई, पतला कलेवर, तैलिया, फैला हुआ, एक समान, कुछ पलसी शिराओं पर दबा हुआ, अच्छी सुवास, तथा माधारण ज्वलनशीलता	(3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान यांत्रिक क्षति तथा नमी अथवा फंगस से होने वाले धब्बों से युक्तियुक्त रूप से मुक्त होंगे, (5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	
एस टी डब्ल्यू III	गाढ़ा जैतूनी हरा गाढ़ा बादामी भूरा या भूरा	मध्यम साधारण, लचीला	11 से 15 प्रति- शत के बीच होगा	20 सें० मी० से 30 सें० मी० के बीच तम्बाई, मध्यम कलेवर, कम तैलिया, फैला हुआ, कुछ शिराओं पर दबा हुआ, साधा- रण सुवास तथा सामान्य ज्व- लनशीलता।		
एस टी डब्ल्यू IV	गाढ़ा जैतूनी हरा गाढ़ा बादामी भूरा या भूरा	मध्यम, साधारण लचीला	16 से 20 प्रति- शत के बीच होगा	10 सें० मी० से 20 सें० मी० के बीच तम्बाई, मध्यम कलेवर, कम तैलिया, फैला हुआ, एक समान, कुछ शिराओं पर दबा हुआ, साधारण सुवास तथा सामान्य ज्वलनशीलता।		

* सिगार रैपर लीफ (वायु-संसाधित) तम्बाकू में निकोटिआना टेबेकम की कोई भी वैश्वी किस्म आ सकती है, किन्तु किसी भी नमूने अधिकांश भाग में के सभी पत्ते उस किस्म के एक रूप लक्षणों वाले होंगे।

@ श्रेणीकरण में आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए, पत्तों के रंग और बनाबट के लिए, अगली निम्नतर श्रेणी में के विनिर्देशों के समान रूप, 1/16 की सहायता अनुज्ञात होती।

% दाग में हरे धब्बे, भूरे निशान और पीड़क जंतु तथा रोगों से होने वाला नुकसान, हस्त तथा प्रोष्ठम में होने वाली दूध फूट और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

अनुसूची—XXXV

(सामान्यतः मैसूर राज्य में उपजाया जातेवाला) अतिनिमित्त, वायु-संसाधित सिगार तम्बाकू (वक्षिणी)* रैपर लीफ (निकोटिआना ग्लोबेन्स)
प्रकार का XXIII श्रेणी अधिधान तथा क्वालिटी की परिभाषा

श्रेणी अधिधान	रंग@	बनावट	दाग %	आकार, रूप, कलेवर, सुवास, ज्वलनशीलता	साधारण लक्षण	टिप्पणी
1	2	3	4	5	6	7
एस एम डब्ल्यू I	हल्का बादामी भूरा	उत्तम से मध्यम, साधारण मुलायम, लचीला	5 प्रतिशत से अधिक नहीं होगा	40 सें०मी० तथा अधिक लम्बाई मध्यम कलेवर, तेलिया, फैला हुआ एक समान, बहुत चिकना कुछ पतली शिराओं पर दबा हुआ, अच्छी सुवास तथा ज्वलनशीलता।	तम्बाकू के पत्ते— (1) रूप, रंग किस्म/प्रकार के लक्षणों में युक्तियुक्त रूप से एक समान होंगे, (2) छूने पर परिपक्व ठोस लगेंगे, (3) पूर्णतया वायु-संसाधित और सुखाए हुए होंगे तथा उनमें उचित नमी होगी, (4) कीटों द्वारा किए गए नुकसान, यांत्रिक क्षति तथा नमी प्रथवा फंगस से होने वाले धब्बों से युक्त-युक्त रूप से मुक्त होंगे। (5) युक्तियुक्त रूप से छिद्रों से रहित होंगे।	
एस एम डब्ल्यू II	हल्का बादामी भूरा	धाम से मध्यम, साधारण मुलायम लचीला	6 से 10 प्रतिशत के बीच होगा	30 सें०मी० से 40 सें०मी० के बीच लम्बाई, मध्यम कलेवर, तेलिया फैला हुआ, एक समान, चिकना कुछ पतली शिराओं पर दबा हुआ, अच्छी सुवास तथा ज्वलनशीलता।		
एस एम डब्ल्यू III	गाढ़े बादामी भूरे से भूरा	मध्यम, साधारण लचीला	11 से 15 प्रतिशत के बीच होगा	20 सें०मी० से 30 सें०मी० के बीच लम्बाई, मध्यम से भारी कलेवर, कम तेलिया, फैला हुआ एक समान, कुछ शिराओं पर दबा हुआ, साधारण सुवास तथा ज्वलनशीलता।		
एस एम डब्ल्यू IV	गाढ़े बादामी भूरे से भूरा	मध्यम, साधारण लचीला	16 से 20 प्रतिशत के बीच होगा	10 सें०मी० से 20 सें०मी० के लम्बाई, मध्यम कलेवर, कम तेलिया, फैला हुआ, एक समान, कुछ शिराओं पर दबा हुआ, साधारण सुवास और ज्वलनशीलता।		

* सिगार रैपर लीफ (वायु-संसाधित) तम्बाकू में निकोटिआना टैबेकम की कोई भी देशी किस्म धा सकती है, किन्तु किसी भी नमूने प्रथवा अधिधान में के सभी उस पत्ते एक रूप किस्म के लक्षणों वाले होंगे।

@ श्रेणीकरण में, आकस्मिक गलतियों के लिए गुंजाइश रखने के लिए पत्तों के रंग और बनावट के लिए प्रगल्भी निम्नतर श्रेणी में के विनिर्देशों के समरूप 1/16 सहायता प्रयुजात होगी।

% दाग में हरे धब्बे, भूरे निशान और पीड़क जम्बु तथा रोगों से होने वाला नुकसान हस्तन तथा प्रोच्छन में होने वाली टूट फूट, और काले निशान आते हैं। स्तम्भ 4 में दिए गए अनुपात के आंकड़े किसी भी नमूने के प्रभावित पत्तों के सम्पूर्ण क्षेत्र के प्रति निर्देश करते हैं।

[सं० 13-16/75-ए० एम०]

एस० सेनाचारी, प्रवर सचिव

MINISTRY OF AGRICULTURE AND IRRIGATION

(Department of Rural Development)

New Delhi, 18th November, 1976

S.O. 708.—The following draft rules further to amend the Tobacco Grading and Marking Rules, 1937, which the Central Government proposes to make, in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), are hereby published as required by the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration after one month from the date on which the copies of the notification are made available to the public.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified above will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Tobacco Grading and Marking (Amendment) Rules, 1976.
2. In the Tobacco Grading and Marking Rules, 1937,—
 - (i) in rule 7, relating to special conditions of a Certificate of Authorisation, for the figure 'XVII', the figure 'XXXVI' shall be substituted ;
 - (ii) Schedule XVII shall be renumbered as Schedule XXXVI and before it is so renumbered, the following Schedules shall be inserted, namely :—

SCHEDULE XVII

Grade designation and definition of quality of unmanufactured Dark Western Fire cured tobacco grown in Andhra Pradesh.

Grade designation	Colour @	Texture	Body	Blemish	Size	Aroma
1	2	3	4	5	6	7
DWF	Brown to Dark Brown	Medium to coarse	Light to heavy	Not to exceed 1/4th surface of the leaf	Variable	Distinct smoky aroma

SCHEDULE XVIII

Grade Designation and definition of quality of unmanufactured air cured cigar tobacco (Northern) (Commonly grown in West Bengal State) *Filler (Nicotiana tabacum) Type I

Grade Designation	Colour @	Texture	% Blemish	Size, shape, body, aroma, burning	General characteristics	Remarks
1	2	3	4	5	6	7
NBF I	Olive green	Medium to average.	Not to exceed 25 %	should not be less than 15cm long. Free from dust or other extraneous matter light to heavy body, good to Fair aroma and burning.	The leave shall— (1) be reasonably uniform in shape, colour, characteristic of the variety type.	
NBF II	Olive green	Average to coarse	Not to exceed 65 %	Medium to heavy body, fair to average aroma and moderate burning, should not be less than 12cm long. Free from dust or other extraneous matter.	(2) be mature solid in feel, (3) be thoroughly air cured and dried & with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury & staining due to moisture or fungus etc.	

* Cigar filler leaf (air cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum all the leaves in any samples or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots, and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XIX

Grade designation and definition of quality of unmanufactured air cured cigar tobacco (Northern) (Commonly grown in West Bengal, Bihar and Northern Indian States) *Filler (Nicotiana tabacum) Type II

Grade Designation	Colour @	Texture	% Blemish	Size, shape, body, aroma, burning	General characteristics	Remarks
1	2	3	4	5	6	7
NF I	Light to brownish Dark variable.	Medium to average.	Not to exceed 25 %	should not be less than 15 cm long. Free from dust or other extraneous matter, light to heavy body, fair aroma & burning.	The leaves shall — (1) be reasonably uniform in shape, colour, characteristics of the variety type,	
NF II	light to brownish Dark variable.	Average to coarse	Not to exceed 65 %	Medium to heavy body, fair to average aroma and moderate burning, should not be less than 12 cm. long. Free from dust or other extraneous matter.	(2) be matured solid in feel, (3) be thoroughly air cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc.	

* Cigar filler leaf (air cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XX

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Commonly grown in East and West Godavari of Andhra Pradesh State) * Filler (Nicotiana tabacum) Type III.

Grade Designation.	@Colour	Texture	%Blemish	Size, shape, body, aroma, burning.	General Characteristics	Remarks
1	2	3	4	5	6	7
CFE I	Brownish to light Dark.	Medium to coarse.	Not to exceed 25%	Should not be less than 15 cm. long, free from dust or other extraneous matter, light to heavy body, good to fair aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour characteristic of the variety type,	
CFE II	Brownish to light Dark.	Medium to coarse.	Not to exceed 65%	Medium to heavy body, fair to average aroma and moderate burning. Should not be less than 12 cm. long. Free from dust or other extraneous matter.	(2) be mature solid in feel, (3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc.	

* Cigar Filler leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots, and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXI

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Circular) (Commonly grown in Andhra Pradesh State) * Filler (Nicotiana tabacum) Type-IV.

Grade Designation.	@Colour	Texture	%Blemish	Size, shape, body, aroma, burning.	General Characteristics	Remarks
1	2	3	4	5	6	7
COF I	Light Dark to Heavy Dark.	Medium to coarse	Not to exceed 25%	Should not be less than 15 cm. long, free from dust or other extraneous matter, light to heavy body, good to fair aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour characteristics of the variety type, (2) be mature solid in feel, (3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc.	
COF II	Light Dark to Heavy Dark.	Medium to coarse.	Not to exceed 65%	Medium to heavy body, fair to average aroma, and moderate burning. Should not be less than 12 cm. long. Free from dust or other extraneous matter.		

* Cigar Filler leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots, and damage due to pest and diseases, breakage in handling, sponging and black spots.

The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXII

Grade designation and definition of quality of unmanufactured air-cured tobacco (Southern) (Commonly grown in Tamil Nadu State) * Filler (Nicotiana tabacum) Type-V.

Grade Designation.	@Colour	Texture	%Blemish	Size, shape, body, aroma, burning.	General Characteristics	Remarks
1	2	3	4	5	6	7
STF I	Light brownish to Dark/heavy Dark.	Medium to coarse	Not to exceed 25%	Should not be less than 15 cm. long, free from dust or other extraneous matter, light to heavy, good to fair aroma and burning.	The leaves shall — (1) be reasonably uniform in shape, colour, characteristics of the variety/type, (2) be mature, solid in feel, (3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc.	
STF II	Light brownish to Dark/heavy Dark	Medium to coarse	Not to exceed 65%	Medium to heavy body, fair to average aroma and moderate burning. Should not be less than 12 cm. long. Free from dust or other extraneous matter.		

* Cigar filler leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXIII

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Southern) (Commonly grown in Mysore State)* Filler (Nicotiana tabacum) Type—VI.

Grade Designation	@ Colour	Texture	%Blemish	Size, shape, body, aroma, burning	General Characteristics	Remarks
1	2	3	4	5	6	7
SMF I	Almond Brown Light to Brownish Dark.	Medium to average	Not to exceed 25%	Shall not be less than 15 cm. long free from dust or other extraneous matter, light to heavy body, good to fair aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel,	
SMF II	Almond Brown Light to Brownish Dark.	Medium to average	Not to exceed 65%	Shall not be less than 12 cm. long. Free from dust or other extraneous matter, Medium to heavy body, fair to average aroma and moderate burning.	(3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc.	

*Cigar filler leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXIV

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Northern) (Commonly grown in West Bengal)* Binder Leaf (Nicotiana tabacum) Type—VII.

Grade Designation	@ Colour	Texture	%Blemish	Size, Shape, body, aroma, burning	General Characteristics	Remarks
1	2	3	4	5	6	7
NBB I	Medium Olive Green	Fine to medium fairly elastic	Not to exceed 10%	Length above 30 cm. Thin to medium body, oily, depressed veins, good aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel,	
NBB II	Medium Olive Green	Fine to medium fairly	Between 11 to 25%	Between 20 cm. to 30 cm. long, medium body, oily, depressed from prominent veins, good aroma and burning.	(3) be thoroughly air-cured and dried and with a reasonable moisture,	
NBB III	Medium to deep Olive Green.	Medium to semi-elastic	Between 26 to 50%.	Between 15 cm. to 20 cm. long, medium body, less oily, depressed from prominent veins, fair aroma and moderate burning.	(4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc., (5) be reasonably free from perforations.	

*Cigar binder leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots, and damage due to pest and diseases, breakage in leaves effected in any sample. Sponging and black spots. The figures of proportions given in the column 4 refer to the total area of sponging.

SCHEDULE XXV

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Northern) (Commonly grown in West Bengal, Bihar and Northern India States)* Binder Leaf (Nicotiana Tabacum) Type—VIII.

Grade Designation	@ Colour	Texture	%Blemish	Size, Shape, body, aroma, burning	General Characteristics	Remarks
1	2	3	4	5	6	7
NB-I	Medium to Almond Brown.	Fine to Medium Fairly elastic	Not to exceed 10%	Length above 30 cm. thin to medium body, oily, depressed veins, good aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type,	

NB II	Medium Almond Brown.	Fine to Medium Fairly elastic.	Between 11 to 25%	Between 20 cm to 30 cm in length, medium body, oily, depressed from prominent veins, good aroma and burning.	(2) be mature solid in feel, (3) be thoroughly air cured and dried and with a reasonable moisture,
NB III	Medium to deep almond brown.	Medium semi-elastic.	Between 26 to 50%	Between 15 cm to 20 cm long, medium body, less oily, depressed from prominent veins, fair aroma and moderate burning.	(4) be reasonably free from damage caused by insects mechanical injury and staining due to moisture or fungus, etc., (5) be reasonably free from perforation.

*Cigar Binder leaf (aircured) tobacco may include any of the indigenous varieties of *Nicotiana tabacum* but all the leaves in any sample or container shall have similar varietal characteristics.

@ To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots, and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXVI

Grade designation and definition of quality of unmanufactured aircured cigar tobacco (commonly grown in East and West Godavari Districts of Andhra Pradesh State)* Binder Leaf (*Nicotiana Tabacum*) Type-IX.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning.	General Characteristics.	Remarks.
1	2	3	4	5	6	7
CEB I	Light brown to Light Mahogany Brown.	Fine to Medium elastic	Not to exceed 10%	Length above 30 cm, thin to medium body, oily, depressed less prominent veins, pleasant aroma and uniform burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel, (3) be thoroughly aircured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc., (5) be reasonably free from perforation.	
CEB II	Medium brown to Medium Mahogany brown.	Medium, Fairly, elastic.	Between 11 to 25%.	Between 20 cm to 30 cm long, medium body, oily, depressed, few prominent veins, pleasant aroma and uniform burning.		
CEB III	Dark brown to Deep Mahogany brown	Medium, Semi elastic	Between 26 to 50%.	Between 15 cm to 20 cm long, medium body, less oily, depressed few prominent veins, fair aroma, moderate burning.		

*Cigar Binder leaf (aircured) tobacco may include any of the indigenous varieties of *Nicotiana tabacum* but all the leaves in any sample or container shall have similar varietal characteristics.

@ To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spot and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXVII

Grade designation and definition of quality of unmanufactured aircured cigar tobacco (commonly grown in Andhra Pradesh State)* Binder Leaf (*Nicotiana Tabacum*) Type-X.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning.	General Characteristics.	Remarks
1	2	3	4	5	6	7
CB I	Light brown	Fine to Medium, Elastic.	Not to exceed 10%.	Length above 30 cm and thin to medium body, oily, depressed veins, pleasant aroma and uniform burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel, (3) be thoroughly aircured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc., (5) be reasonably free from perforation.	
CB II	Medium brown	Medium Fairly Elastic.	Between 11 to 25%.	Between 20 cm to 30 cm long, medium body, oily, depressed few prominent veins, pleasant aroma and uniform burning.		
CB III	Dark brown	Medium, Semi-Elastic.	Between 26 to 50%.	Between 15 cm to 20 cm long, medium body, less oily, depressed few prominent veins, fair aroma and moderate burning.		

*Cigar, binder leaf (aircured) tobacco may include any of the indigenous varieties of *Nicotiana tabacum* but all the leaves in any sample or container shall have similar varietal characteristics.

@ To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXVIII

Grade designation and definition of quality of unmanufactured air-cured cigar Tobacco (Southern) (commonly grown in Tamil Nadu State)* Binder leaf (Nicotiana Tabacum) Type-XI.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning.	General Characteristics.	Remarks.
1	2	3	4	5	6	7
STB I	Light Brown to Light Mahogany brown.	Fine to medium, elastic	Not to exceed 10%.	Length above 30 cm, thin to medium, body, oily, depressed less prominent veins, pleasant aroma and uniform burning.	The leaves shall— (1) be reasonably uniform in shape, colour characteristic of the variety/type, (2) be mature solid in feel, (3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc., (5) be reasonably free from perforation.	
STB II	Medium brown to Medium Mahogany Brown	Medium fairly elastic.	Between 11 to 25%.	Between 20 cm to 30 cm long, medium body, oily, depressed few prominent veins, pleasant aroma and uniform burning.		
STB III	Dark Brown to Deep Mahogany Brown.	Medium, Semi-elastic	Between 26 to 50%.	Between 15 cm to 20 cm long, medium body, less oily, depressed few prominent veins fair aroma moderate burning.		

*Cigar binder leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@ To allow for accidental errors in grading, tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

% Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXIX

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Southern) (Commonly grown in Mysore State)* Binder leaf (Nicotiana Tabacum) Type XII.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning.	General Characteristics.	Remarks
1	2	3	4	5	6	7
SMB I	Light brown/ Light Dark Brown/Mahogany brown/ Medium olive green.	Fine to medium, elastic	Not to exceed 10%.	Length above 30 cm, thin to medium body, oily, depressed veins, pleasant aroma and uniform burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel, (3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury, and staining due to moisture or fungus etc. (5) be reasonably free from perforation.	
SMB II	Medium Brown/ Medium Mahogany Brown/ Deep Olive Green	Medium, Fairly elastic	Between 11 to 25%.	Between 20 cm to 30 cm long, medium body, oily, depressed few prominent veins, pleasant aroma & uniform burning.		
SMB III	Dark Brown/ Deep Mahogany Brown/ Deep Olive Green.	Medium, Semi elastic	Between 26 to 50%.	Between 15 cm to 20 cm long, medium body, less oily, depressed few prominent veins, fair aroma and moderate burning.		

*Cigar binder leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana Tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@ To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

% Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXX

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Northern) (Commonly Grown in West State)
* Wrapper Leaf (Nicotiana Tabacum) Type-XIII.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning.	General Characteristics.	Remarks
1	2	3	4	5	6	7
NBW I	Light Olive Green	Fine, silky, elastic	Not to exceed 5%	Length 40 cm and above in body, very oily, very spready, uniform, depressed with few thin veins, good aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel,	
NBW II	Light Olive Green	Fine Silky elastic	Between 6 to 10%	Between 30 cm to 40 cm long, thin body, oily, fairly spready, uniform, depressed with few thin veins, good aroma and burning.	(3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonable free from damage caused by insects, mechanical injury and staining due to moisture or fungus,	
NBW III	Medium Olive Green	Fine to Medium, fairly silky semi-elastic	Between 11 to 15%	Between 20 cm to 30 cm long medium body, less oily, spready, uniform, depressed with few thin veins, fair aroma and burning.	(5) be reasonably free from perforation.	
NBW IV	Medium Olive Green	Fine to medium, fairly, silky semi-elastic.	Between 16 to 20%.	Between 10 cm to 20 cm long, medium body, less oily, spready, uniform, depressed with few veins, Fair aroma and burning.		

*Cigar Wrapper leaf (air-cured) Tobacco may include any of the indigenous varieties of *Nicotiana tabacum* but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample

SCHEDULE XXXI

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Northern) (Commonly grown in West Bengal, Bihar and Northern Indian States)* Wrapper leaf (Nicotiana Tabacum) Type-XIV.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning	General Characteristics	Remarks
1	2	3	4	5	6	7
NW I	Light Almond Brown	Fine silky, elastic	Not to exceed 5%	Length 40 cm and above, thin body, very oily, very spready, uniform depressed with few thin veins, good aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel,	
NW II	Light Almond Brown	Fine silky, elastic.	Between 6 to 10%.	Between 30 cm to 40 cm long, thin body, oily, fairly spready, uniform, depressed with few prominent thin veins, good aroma and burning.	(3) be thoroughly air-cured and dried and with reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus,	
NW III	Medium Almond Brown	Fine to medium, fairly, silky, semi-elastic.	Between 11 to 15%	Between 20 cm to 30 cm long, medium body, less oily, spready, uniform, depressed with a few thin veins, fair aroma and burning.	(5) be reasonably free from perforation.	
NW IV	Medium Almond Brown	Fine to medium, fairly, silky, semi-elastic.	Between 16 to 20%.	Between 10cm to 20cm long, medium body, less oily, spready, uniform, depressed with few thin veins, fair aroma and burning.		

*Cigar Wrapper Leaf (air-cured) tobacco may include any of the indigenous varieties of *Nicotiana tabacum* but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots and damage due to pests and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of the leaves affected in any sample.

SCHEDULE XXXII

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Circars) (Commonly grown in East and West Godavari District of Andhra Pradesh)

*Wrapper Leaf (Nicotiana Tabacum) Type-XV.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning	General Characteristics	Remarks
1	2	3	4	5	6	7
CEW I	Light Almond Brown	Fine to medium, Fairly, silky, elastic.	Not to exceed 5%	Length 40 cm and above, medium body, oily, spready, uniform, very smooth, depressed and few thin veins, good aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel,	
CEW II	Light Almond Brown	Fine to medium, fairly silky, elastic.	Between 6 to 10%	Between 30 cm to 40 cm long, medium body, oily, spready, uniform, smooth depressed with few thin veins, good aroma and burning.	(3) be thoroughly air-cured and dried and with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus etc; (5) reasonably free from perforation.	
CEW III	Deep Almond Brown to Brown.	Medium, fairly elastic.	Between 11 to 15%	Between 20 cm to 30 cm long, medium to heavy body, less oily, spready, uniform, depressed with few veins fair aroma and burning.		
CEW IV	Deep Almond Brown to Brown	Medium fairly elastic	Between 16 to 20%	Between 10 cm to 20 cm long, medium body, less oily, spready, uniform depressed with few veins, fair aroma and burning.		

*Cigar wrapper leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXXIII

Grade designation and definition of quality of unmanufactured cigar tobacco (Circars) (Commonly grown in Andhra Pradesh)

*Wrapper Leaf (Nicotiana Tabacum) Type-XVI.

Grade Designation	@ Colour	Texture	% Blemish	Size, shape, body, aroma, burning.	General Characteristics	Remarks
1	2	3	4	5	6	7
COW I	Medium almond brown.	Firm to medium, fairly silky, elastic.	Not to exceed 5%.	Length 40 cm and above, thin body, oily, spready, uniform, depressed with few thin veins, good aroma with fair burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel,	
COW II	Medium almond brown	Fine medium fairly silky, elastic.	Between 6 to 10%.	Between 30cm to 40cm long, thin body, oily, spready, uniform, depressed with few thin veins, good aroma with fair burning.	(3) be thoroughly air-cured and dried with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus, (5) be reasonably free from perforation.	
COW III	Deep Almond Brown to dark brown.	Medium, fairly elastic.	Between 11 to 15%.	Between 20cm to 30cm long, medium body, less oily, spready, depressed with few veins, fair aroma with moderate burning.		
COW IV	Deep Almond Brown to dark brown.	Medium fairly elastic.	Between 16 to 20%.	Between 10cm to 20cm long, medium body, less oily, spready, uniform, depressed with few veins, fair aroma with moderate burning.		

*Cigar wrapper leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

@To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

%Blemish shall include green patches brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXXIV

Grade designation and definition of quality of unmanufactured air-cured tobacco (Southern) (Commonly grown in Tamil Nadu State) *Wrapper Leaf (Nicotiana Tabacum) Type-XVII.

Grade Designation.	Colour	Texture	% Blemish	Size, shape, body, aroma, burning.	General Characteristics	Remarks
1	2	3	4	5	6	7
STW I	Medium Olive green/medium almond brown.	Fine to medium, fairly silky, elastic.	Not to exceed 5%.	Length 40cm and above thin body, oily, spready, uniform, depressed with few thin veins, good aroma with fair burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety type, (2) be mature solid in feel,	
STW II	Medium Olive green/medium almond brown.	Fine to medium, fairly silky, elastic.	Between 6 to 10%.	Between 30cm to 40cm long, thin body, oily, spready, uniform, depressed with few thin veins, good aroma with fair burning.	(3) be thoroughly air-cured and dried with a reasonable moisture, (4) be reasonably free from damage caused by insects, mechanical injury and staining due to moisture or fungus, (5) be reasonably free from perforation.	
STW III	Deep Olive Green/Deep almond brown or brown.	Medium, fairly elastic.	Between 11 to 15%.	Between 20cm to 30cm long, medium, body less oily, spready, depressed with few veins, fair aroma with moderate burning.		
STW IV	Deep Olive Green/Deep almond brown or brown.	Medium, fairly elastic.	Between 16 to 20%.	Between 10cm to 20cm long, medium body, less oily, spready, uniform, depressed with few veins, fair aroma with moderate burning.		

*Cigar wrapper leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

† To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications in the next lower grade shall be allowed.

‡ Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

SCHEDULE XXXV

Grade designation and definition of quality of unmanufactured air-cured cigar tobacco (Southern) (Commonly Grown in Mysore State) *Wrapper Leaf (Nicotiana Tabacum) Type XVIII.

Grade designation	Colour	Texture	% Blemish	Size, shape, body, aroma, burning	General Characteristics	Remarks
1	2	3	4	5	6	
SMW I	Light almond brown.	Fine to Medium, fairly silky, elastic.	Not to exceed 5%.	Length 40 cm and above, medium body, oily, spready, uniform, very smooth, depressed with few thin veins, good aroma and burning.	The leaves shall— (1) be reasonably uniform in shape, colour, characteristic of the variety/type, (2) be mature solid in feel, (3) be thoroughly air-cured and dried with a reasonable moisture, (4) be reasonably free from damage, caused by insects, mechanical injury & staining due to moisture or fungus, etc. (5) be reasonably free from perforations.	
SMW II	Light almond brown.	Fine to medium, fairly silky, elastic.	Between 5 to 10%.	Between 30cm to 40cm long, medium body, oily, spready, uniform, smooth, depressed with few thin veins, good aroma and burning.		
SMW III	Deep Almond brown to brown.	Medium, fairly elastic.	Between 11 to 15%.	Between 20cm to 30cm long, medium to heavy body, less oily, spready, uniform, depressed with few veins, fair aroma & burning.		
SMW IV	Deep Almond brown to brown.	Medium fairly elastic.	Between 16 to 20%.	Between 10cm to 20cm long, medium body, less oily, spready, uniform depressed with few veins, fair aroma and burning.		

*Cigar Wrapper Leaf (air-cured) tobacco may include any of the indigenous varieties of Nicotiana tabacum but all the leaves in any sample or container shall have similar varietal characteristics.

† To allow for accidental errors in grading, a tolerance of 1/16 for colour and texture in respect of leaves corresponding to the specifications to the next lower grade shall be allowed.

‡ Blemish shall include green patches, brown spots and damage due to pest and diseases, breakage in handling, sponging and black spots. The figures of proportion given in column 4 refer to the total area of leaves affected in any sample.

[No.13-16/75-AM]

S. SESHACHARI, Under Sec.

(खाद्य विभाग)

आदेश

नई दिल्ली, 8 फरवरी, 1977

का०आ० 709.—यतः केन्द्रीय सरकार ने खाद्य विभाग, क्षेत्रीय खाद्य निदेशालयों, उपायुक्त-निदेशालयों और खाद्य विभाग के वेतन तथा लेखा कार्यालयों द्वारा किए जाने वाले खाद्यान्नों के क्रय, भण्डारण, संचालन, परिवहन, वितरण तथा विक्रय के कृत्यों का पालन करना बन्द कर दिया है जोकि खाद्य निगम अधिनियम, 1964 (1964 का 37) की धारा 13 के अधीन भारतीय खाद्य निगम के कृत्य हैं।

और यतः खाद्य विभाग, क्षेत्रीय खाद्य निदेशालयों, उपायुक्त-निदेशालयों और खाद्य विभाग के वेतन तथा लेखा कार्यालयों में कार्य कर रहे और उपरिबर्णित कृत्यों के पालन में लगे निम्नलिखित अधिकारियों और कर्मचारियों ने केन्द्रीय सरकार के तारीख 16 अप्रैल, 1971 के परिपत्र के प्रयुक्त में उसमें विनिर्दिष्ट तारीख के अन्तर भारतीय खाद्य निगम के कर्मचारी न बनने के अपने आग्रह को उक्त अधिनियम की धारा 12 ए की उपधारा (1) के परन्तुक द्वारा यथाप्रवेशित सूचना नहीं दी है।

अतः अब खाद्य निगम अधिनियम, 1964 (1964 का 37) यथा अद्यतन संशोधित, की धारा 12ए द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निम्नलिखित कर्मचारियों को प्रत्येक के मामले में दी गई तारीख से भारतीय खाद्य निगम में स्थानान्तरित करती है :—

क्रम अधिकारी/सं० कर्मचारी का नाम	केन्द्रीय सरकार के अधीन किम पद पर स्थायी है?	स्थानान्तरण के समय केन्द्रीय सरकार के किस पद पर थे ?	भारतीय खाद्य निगम की स्थानान्तरण की तारीख
(1)	(2)	(3)	(4)
1. श्री पी० डी० भामरी	गोदाम लिपिक	गोदाम लिपिक	1-3-69
2. श्री सीताराम पूरन सिंह	चौकीदार	चौकीदार	1-3-69
3. श्री के० एस० सरकटे	शेड टैली क्लर्क		1-3-69

[फाइल सं० 52/22/74-एफ०सी० 3 (वाल्सू 6)]

(Department of Food)

ORDER

New Delhi, 8th February, 1977

S.O. 709.—Whereas the Central Government has ceased to perform the functions of purchase, storage, movement, transport, distribution and sale of foodgrains done by the Department of Food, the Regional Directors of Food, the Procurement Directorates and the Pay and Accounts Offices of the Department of Food which under Section 13 of the Food Corporations Act, 1964 (37 of 1964) are the functions of the Food Corporation of India;

And whereas the following officers and employees serving in the Department of Food the Regional Directorates of Food, the Procurement Directorates and the Pay & Accounts Offices of the Department of Food and engaged in the performance of the functions mentioned above have not, in response to the Circular of the Central Government dated the 16th April,

1971, intimated, within the date specified therein, their intention of not becoming employees of the Food Corporation of India as required by the proviso to sub-section (1) of Section 12A of the said Act;

Now, therefore, in exercise of the powers conferred by Section 12A of the Food Corporations Act, 1964 (37 of 1964) as amended up to date, the Central Government hereby transfers the following officers and employees to the Food Corporation of India with effect from the date mentioned against each of them.

Sl. No.	Name of the officer/employees	Permanent post held under the Central Govt.	Post held under the Central Govt. at the time of transfer	Date of transfer to the F.C.I.
1	2	3	4	5
1.	Shri P. D. Bhamre	Godown Clerk	Godown Clerk	1-3-69
2.	Shri Sitaram Puran-singh.	Watchman	Watchman	1-3-69
3.	Shri K. S. Sarkate	Shed Tally Clerk	Godown Clerk	1-3-6 9

[No. 52/22/74-FC. III (Vol. V I)]

नई दिल्ली, 9 फरवरी 1977

शुद्धि-पत्र

का०आ० 710.—इस विभाग के 11 जून, 1974 के आदेश संख्या 52/21/68-एफ०सी०-3 (एन० जैड) वाल्यूम-7 में निम्नलिखित शुद्धियाँ की जाएं :—

आदेश में की जाने वाली शुद्धियाँ क्रम संख्या

- 914 कालम 2 में 'श्री मदन लाल शर्मा' के स्थान पर 'श्री मदन लाल' पढ़ें।
- 919 कालम 3 में 'बही' के स्थान पर '(—)' पढ़ें।
- 927 क्रम संख्या 1061 की दृष्टि में इसको हटा दिया जाए।
- 932 कालम 2 में 'श्री मिश्री लाल' के स्थान पर 'श्री मिश्री लाल शर्मा' पढ़ें।
- 934 कालम 2 में 'श्री इन्द्र पाल मौर्य' के स्थान पर 'श्री इन्द्र पाल' पढ़ें।
- 939 कालम 3 में '(—)' के स्थान पर 'तोले वाला' पढ़ें।
- 947 कालम 3 में 'गोदाम लिपिक' के स्थान पर '(—)' पढ़ें।
- 948 कालम 2 में 'श्री प्रेम बल्लभ' के स्थान पर 'श्री प्रेम बल्लभ उपाध्याय' पढ़ें।
- 958 क्रम संख्या 970 की दृष्टि में इसको हटा दिया जाए।
- 965 कालम 3 में '(—)' के स्थान पर 'तोले वाला' पढ़ें।
- 966 कालम 2 में 'श्री डी० के० कथुरिया' के स्थान पर 'श्री सेवेन्द्र कुमार' पढ़ें।
- 967 कालम 3 में '(—)' के स्थान पर 'तोले वाला' पढ़ें।
- 975 कालम 4 में 'बही' के स्थान पर 'जूलियर गोदाम रक्षक' पढ़ें।
- 976 कालम 4 में 'बही' के स्थान पर 'गोदाम लिपिक' पढ़ें।
- 980 क्रम संख्या 972 की दृष्टि में इसको निकाल दें।

999 कालम 2 में "वही" के स्थान पर "(—)" पढ़ें।	927	May be deleted in view of S. No. 1061.
1000 कालम 3 में "वही" के स्थान पर "तोले वाला" पढ़ें।	932	For the words "Shri Misri Lal" in col. 2, read "Shri Misri Lal Sharma".
1001 कालम 3 में "वही" के स्थान पर "(—)" पढ़ें।	934	For the words "Shri Inder Pal Maurya" in col. 2, read "Shri Inder Pal".
1007 कालम 1 में "वही" के स्थान पर "जूनियर गोदाम रक्षक" पढ़ें।	939	For the word "Dash" in col. 3, read "Weighman".
1008 कालम 1 में "वही" के स्थान पर "गोदाम रक्षक" पढ़ें।	947	For the words "Godown Clerk" in col. 3 read "Dash".
1013 कालम 2 में "कृष्ण मुरारी यादव" के स्थान पर "श्री कृष्ण मुरारी" पढ़ें।	948	For the words "Shri Prem Ballabh" in col. 2, read "Shri Prem Ballabh Upadhyay".
1015 कालम 3 में "(—)" के स्थान पर "डस्टिंग ऑपरेटर" पढ़ें।	958	May be deleted in view of S. No. 970.
1018 कालम 2 में "श्री सोभाराम" के स्थान पर "श्री सोभाराम सुपुत्र श्री बलदेव सिंह" पढ़ें।	965	For the word "Dash" in col. 3, read "Weighman".
1020 कालम 2 में "श्री करण मिश्र" के स्थान पर "श्री करण मिश्र जेरावती" पढ़ें।	966	For the words "Shri D. K. Kathuria" in col. 2, read "Shri Devender Kumar".
1029 कालम 2 में "श्री हरओम दास भार्गव" के स्थान पर "श्री हरिओम दास भार्गव" पढ़ें।	967	For the word "Dash" in col. 3, read "Weighman".
1045 कालम 3 में "तोले वाला" के स्थान पर "गोदाम क्लर्क" पढ़ें।	975	For the word "Do" in col. 4, read "Junior Godown Keeper".
1062 क्रम संख्या 983 की दृष्टि में इसको निकाल दें।	976	For the word "Do" in col. 4, read "Godown Clerk".
1063 कालम 3 में "(—)" के स्थान पर "तोले वाला" पढ़ें।	980	May be deleted in view of S. No. 972.
1065 क्रम संख्या 885 की दृष्टि में इसको निकाल दें।	999	For the word "Do" in col. 3, read "Dash".
1969 क्रम संख्या 1055 की दृष्टि में इसको निकाल दें।	1000	For the word "Do" in col. 3, read "Weighman".
1071 (i) कालम 3 में "गोदाम क्लर्क" के स्थान पर "तोले वाला" पढ़ें।	1001	For the word "Do" in col. 3, read "Dash".
(2) कालम 4 में "वही" के स्थान पर "जूनियर गोदाम रक्षक" पढ़ें।	1007	For the word "Do" in col. 4, read "Junior Godown Keeper".
1072 कालम 4 में "वही" के स्थान पर "गोदाम क्लर्क" पढ़ें।	1008	For the word "Do" in col. 4, read "Godown Clerk".
1078 कालम 4 में "वही" के स्थान पर "गोदाम रक्षक" पढ़ें।	1013	For the words "Krishan Murari Yadav" in col. 2, read "Shri Krishan Murari".
1079 (i) कालम 4 में "वही" के स्थान पर "गोदाम क्लर्क" पढ़ें।	1015	For the word "Dash" in col. 3, read "Dusting Operator".
(ii) कालम में "ओकीदार" के स्थान पर "तोले वाला" पढ़ें।	1018	For the words "Shri Shobharam" in col. 2, read "Shri Shobha Ram S/o. Shri Baldev Singh".
1081 (i) कालम 3 में "(—)" के स्थान पर "गोदाम क्लर्क" पढ़ें।	1020	For the words "Shri Karan Singh" in col. 2, read "Shri Karan Singh Sherawat".
(ii) कालम 4 में "वही" के स्थान पर "जूनियर गोदाम रक्षक" पढ़ें।	1029	For the words "Shri Har Om Dass Bhargava" in col. 2, read "Shri Hari Om Dass Bhargawa".
1082 कालम 4 में "वही" के स्थान पर "गोदाम क्लर्क" पढ़ें।	1045	For the word "Weighman" in col. 3, read "Godown Clerk".
1085 क्रम संख्या 996 की दृष्टि में इसको निकाल दें।	1062	May be deleted in view of Sl. No. 983.
1095 कालम 2 में "श्री एस० पी० ग्रहिरवार सुपुत्र श्री बलदेव सिंह" के स्थान पर "श्री एस० आर० ग्रहिरवार सुपुत्र श्री भूप नारायण" पढ़ें।	1063	For the word "Dash" in col. 3, read "Weighman".
	1065	May be deleted in view of Sl. No. 885.
	1069	May be deleted in view of Sl. No. 1055.
	1071(i)	For the words "Godown Clerk" in col. 3, read "Weighman".
	(ii)	For the words "Do" in col. 4, read "Junior Godown Keeper".
	1072	For the word "Do" in col. 4, read "Godown Clerk".
	1078	For the word "Do" in col. 4, read "Junior Godown Keeper".

[सं० 52/774-एफ०सी०-3(वाल्जूम 8)]

बख्शी राम, उप सचिव

New Delhi, the 9th February, 1977

CORRIGENDUM

S.O. 710.—In this Department Order No. 52/21/68-FC. III(NZ)/Vol. VII dated 11-6-74, the following corrections shall be carried out :

Sl. No. in the Transfer Order	Correction to be carried out
914	For the words "Shri Madan Lal Verma" in Col. 2, read "Shri Madan Lal".
919	For the word "Do" in col. 3, read "Dash".

- 1079(i) For the word "Do" in col. 4, read "Godown Clerk".
- (ii) For the word "Watchman" in col. 3, read "Weighman".
- 1081(i) For the word "Dash" in col. 3, read "Godown Clerk".
- (ii) For the word "Do" in col. 4, read "Junior Godown Keeper".
- 1082 For the word "Do" in col. 4, read "Godown Clerk".
- 1085 May be deleted in view of Sl. No. 996.
- 1095 For the words "Shri S. P. Aherwar S/O Baldev Singh" in col. 2 read "Shri S. R. Aharwar S/O Shri Bhoop Narain".
- [No. 52/74—FC. III (Vol. VIII)]
BAKHSI RAM, Dy. Secy.

नौबहन व परिवहन मंत्रालय

(परिवहन पक्ष)

नई दिल्ली 25 जनवरी, 1977

का० आ० 711.—सड़क परिवहन निगम अधिनियम, 1950 (1950 का 64) की धारा 47क द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रीय सरकार पेप्सु सड़क परिवहन निगम (पुनर्गठन) आदेश 1972 में और संशोधन करने के लिए एतद्वारा निम्नलिखित आदेश करती है, अर्थात्:—

(1) इस आदेश का नाम पेप्सु सड़क परिवहन निगम (पुनर्गठन) (संशोधन) आदेश 1977 है।

(2) यह राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा।

2. पेप्सु सड़क परिवहन निगम (पुनर्गठन) आदेश 1972 में, पैरा 17 के लिए निम्नलिखित पैरा रखा जाए, अर्थात्:—

"17—कार्यान्वयन में मतभेद:—इस आदेश के कार्यान्वयन में कोई मतभेद होने की दशा में इसे निर्णय के लिए केन्द्रीय सरकार को भेजा जाएगा और यह कि सरकार विनिश्चय करेगी।"

[सं० 24-टी(41)/72]

बी० बी० महाजन, संयुक्त सचिव

MINISTRY OF SHIPPING AND TRANSPORT (Transport Wing)

New Delhi, the 25th January, 1977

S.O. 711.—In exercise of the powers conferred by Section 47A of the Road Transport Corporation Act, 1950 (64 of 1950), the Central Government hereby makes the following order to amend the Pepsu Road Transport Corporation (Re-organisation) Order, 1972, namely:—

(1) This order may be called the Pepsu Road Transport Corporation (Re-organisation) (Amendment) Order, 1977.

(2) It shall come into force on the date of its publication in the Official Gazette.

2. In the Pepsu Road Transport Corporation (Re-organisation) Order 1972, for paragraph 17, the following paragraph shall be substituted, namely:—

"17. Disagreement in implementation.—In the case of any disagreement in the implementation of this Order, it shall be referred to the Central Government for adjudication and that Government shall decide the same".

[No. 24-T(41)/72]

B. B. MAHAJAN, Jt. Secy.

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 17 फरवरी, 1977

का० आ० 712.—संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने गंगवती टेलीफोन केन्द्र में दिनांक 16-3-77 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-6/77 पी एच बी]

MINISTRY OF COMMUNICATIONS (P & T Board)

New Delhi, the 17th February, 1977

S.O. 712.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 16-3-1977 as the date on which the Measured Rate System will be introduced in Gangavathi Telephone Exchange, Karnataka Circle.

[No. 5-6/77-PHB]

नई दिल्ली 19 फरवरी, 1977

का० आ० 713.—संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने बोरसद टेलीफोन केन्द्र में दिनांक 16-3-77 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-5/77 पीएचबी]

New Delhi, the 19th February, 1977

S.O. 713.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 16-3-1977 as the date on which the Measured Rate System will be introduced in Borsad Telephone Exchange, Gujarat Circle.

[No. 5-5/77-PHB]

का० आ० 714.—संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कच्छ माण्डवी टेलीफोन केन्द्र में दिनांक 16-3-77 प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-5/77 पीएचबी]

S.O. 714.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 16-3-1977 as the date on which the Measured Rate System will be introduced in Kutch Mandvi Telephone Exchange, Gujarat Circle.

[No. 5-5/77-PHB]

का० आ० 715.—संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने विश्वारक्षणी टेलीफोन केन्द्र में दिनांक 16-3-77 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-8/77 पी०एच०बी]

म०च० वर्मा, सहायक महानिदेशक

S.O. 715.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 16-3-1977 as the date on which the Measured Rate System will be introduced in Bihar Sharif Telephone Exchange, Bihar Circle.

[No. 5-8/77-PHB]

M. C. VERMA, Assistant Director General

श्रम मंत्रालय**आदेश**

नई दिल्ली, 12 जनवरी, 1977

का० आ० 716.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध श्रमसूची में विनिर्दिष्ट विषयों के बारे में, हट्टी गोल्ड माइन्स कम्पनी, लिमिटेड हट्टी के प्रबंधन में सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिवर्णन गठित करती है जिसके पीठासीन अधिकारी श्री जी० एम० भगत दांगे, जिनका मुख्यालय बंगलूर में होगा और उक्त विवाद को उक्त औद्योगिक अधिवर्णन को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या हट्टी गोल्ड माइन्स कम्पनी लिमिटेड, हट्टी के प्रबंधन की, श्री युद्धप्पा यू०जी० टी० संख्या 1186 को 7 अगस्त 1976 से सेवा से पदच्युत करने की कारवाई न्यायोचित है? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है।

[संख्या एल-43012/15/76-डी-4(बी)]

MINISTRY OF LABOUR**ORDER**

New Delhi, the 12th January, 1977

S.O. 716—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Hutti Gold Mines Company Limited, Hutti and their workman in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Sri G. S. Bhagwat shall be the Presiding Officer with headquarters at Bangalore and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of Hutti Gold Mines Company Limited, Hutti in dismissing Sri Buddappa, U.G.T. No. 1186 from service with effect from the 7th August, 1976 is justified? If not, to what relief is the concerned workman entitled?

[No. L-43012/15/76-D-IV(B)]

आदेश

नई दिल्ली, 20 जनवरी, 1977

का० आ० 717.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध श्रमसूची में विनिर्दिष्ट विषयों के बारे में मैसर्स उड़ीसा माइनिंग कारपोरेशन लिमिटेड के बेतरी आयरन और प्रोजेक्ट के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मकारों के बीच एक औद्योगिक विवाद विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना बांछनीय समझती है ;

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिवर्णन गठित करती है जिसके पीठासीन अधिकारी डा० बी० एन० मिश्र होंगे; जिनका मुख्यालय भुवनेश्वर में होगा और उक्त विवाद को उक्त औद्योगिक अधिवर्णन को न्यायनिर्णयन के लिए निर्देशित करती है।

अनुसूची

क्या मैसर्स उड़ीसा माइनिंग कारपोरेशन लिमिटेड के बेतरी आयरन और प्रोजेक्ट के प्रबंधन की श्री क्षेत्र मोहन मोहन्ता, वामन को 19-2-1975 से सेवा से पदच्युत करने की कारवाई न्यायोचित थी? यदि नहीं, तो सम्बन्धित कर्मकार किस अनुतोष का हकदार है?

[सं० एल/26012(16)/76-डी-4(बी)]

ORDER

New Delhi, the 20th January, 1977

S.O. 717—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Daitari Iron Ore Project of Messrs Orissa Mining Corporation Limited, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7A and clause (d) of sub-section (1) of section 10 of Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Dr. B. N. Misra shall be the Presiding Officer with Headquarters at Bhubaneswar and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of Daitari Iron Ore Project of Messrs Orissa Mining Corporation Limited in dismissing Shri Kshetra Mohanta, Watchman from service with effect from 19-2-1975 was justified? If not, to what relief is the concerned workman entitled?

[No. L-26012(16)/76-D. IV(B)]

New Delhi, the 19th February, 1977

S.O. 718—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bhubaneswar in the industrial dispute between the employers in relation to the management of Orient Colliery of Coal Mines Authority Limited, Brajrajnagar, District Sambalpur and their workmen, which was received by the Central Government on the 17th February, 1977.

INDUSTRIAL TRIBUNAL, BHUBANESWAR**Industrial Dispute Case No. 2 (Central) of 1976****BETWEEN ·**

The employers in relation to the management of Orient Colliery of Coal Mines Authority Limited, Post Office Brajrajnagar, District Sambalpur, Orissa—First-party.

AND

Their workman Sri G. M. Ghosh—Second-party

APPEARANCES

Sri Jagmohan Sood, Senior Personnel Officer, Orient Colliery, Brajrajnagar—For the first-party.

None for the second-party workman.

AWARD

In exercise of the powers conferred by section 7-A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Central Government have referred the following dispute to this Tribunal for adjudication, vide Order No. L-19012/35/75-D-III(B) dated 27-1-76.

"Whether the action of the management of Orient Colliery of Messrs Coal Mines Authority Limited, Post Office Brajrajnagar, District Sambalpur, Orissa, in suspending Shri G. M. Ghosh, Overman from 1-1-1975 to 26-4-75 and administering him a severe warning vide their letter No. CMA/IEV/per/21/180 dated 28-4-75 was legal and justified? If not, to what relief is the said workman entitled?"

2. As per the reference, the present dispute is said to exist between the employers in relation to the management of Orient Colliery of Coal Mines Authority Limited, Brajrajnagar, District Sambalpur (hereinafter referred to as the first-party) and their workman Shri G. M. Ghosh (hereinafter referred to as the second-party).

3. In their written-statement the first-party management have stated that the present reference is bad in law inasmuch as the Union had not raised any demand with the management prior to the present dispute. Conciliation in respect of the present dispute was held on 25-3-75 and it was decided that the dispute should be settled by mutual negotiation. However, no meeting was held between the management and the union representatives. Thereafter the matter was again raised at the conciliation meeting held on 8-7-75 whereafter the Assistant Labour Officer (Central), Rourkela submitted a failure report following which the present reference has been made. It is stated that the second-party workman Shri G. M. Ghosh was charge-sheeted on 15-1-75 for disobedience of orders and other allegations noted in the charge-sheet. In view of the gravity of the charges, the second-party was placed under suspension with immediate effect. The explanation submitted by the second-party was not found satisfactory and the first-party appointed the Manager of the Orient Colliery as the enquiry officer. The enquiry officer found the second-party guilty of the charges. The second-party was given ample opportunity to defend his case and to take the assistance of his co-worker. He was also allowed to cross-examine the management witnesses. It is denied that the second-party was victimised on account of his union activities. It is stated that on finding the second-party guilty of the charges, the first-party took a lenient view and awarded the punishment of simple warning. It is accordingly submitted that the suspension and the punishment of warning passed against the second-party are legal and justified.

4. The Indian National Mines Overman, Sirdar and Shotfirers' Association, Barakar, Burdwan, as the union representing the second-party, has filed a written-statement on behalf of the second-party. It is stated that the present dispute is a collective dispute having been raised by the aforesaid union, the only registered trade-union of Overmen, Sirdars and Shotfirers of the coal mines in India of which the second-party is a member. The first-party suspended the second-party with effect from 15-1-75 on the basis of false allegations with a malafide motive. A portion only of the subsistence allowance has been paid by the first-party to the second-party. The departmental enquiry which was held against the second-party was perfunctory and in violation of the principles of natural justice. The findings arrived at by the enquiry officer are perverse. It is pointed out that the order alleged to have been disobeyed by the second-party was itself an illegal order and incapable of being performed. The second-party is innocent of the charges. Accordingly it is prayed that the dispute should be decided in favour of the second-party.

5. After filing of written-statements, this case was posted to 4-11-76 for first hearing. On that date the first-party management were present, but the second-party workman and his union representatives were absent on repeated calls inspite of registered notice. At the first hearing it was decided that the question of maintainability of the present reference should be considered first as a preliminary issue. The case was posted to 23-12-76 for hearing on the preliminary question of maintainability. On 23-12-76 the first-party management were pre-

sent and ready. The second-party and his union representatives were again absent on repeated calls inspite of registered notice and no steps had been taken on behalf of the second-party. Accordingly, the second-party was set ex-parte and hearing of the case on the preliminary question of maintainability was taken up.

6. M. W. 1 is the only witness examined on behalf of the first-party management. He knows the second-party workman Shri G. M. Ghosh who was working as an Overman in the Orient Colliery in 1975. According to him, under the Mines Act, an Overman is declared as a supervisory officer. From January to April 1975, the period relevant for the purpose of this case, the second-party workman Shri G. M. Ghosh was drawing basic-pay of Rs. 537 per month. Besides the basic pay, Shri Ghosh was enjoying other pecuniary benefits like D.A., V.D.A., underground allowance, etc. The Indian National Mines Overman, Sirdar and Shotfirers' Association was not existing at Brajrajnagar at the time of the dispute. The workers of the Orient Colliery are members of either the Orient Colliery Shramik Congress or the Brajrajnagar Coal Mines Workers' Union. P.W. 1 has further stated that neither the Orient Colliery Shramik Congress, nor the Brajrajnagar Coal Mines Workers' Union, nor the Indian National Mines, Overman and Sirdars' Association, nor a substantial number of fellow workmen of Shri G. M. Ghosh had raised any demand on behalf of the second-party workman Shri G. M. Ghosh with the management relating to the subject-matter of the present dispute prior to conciliation. The General Secretary of the Indian National Mines, Overman and Sirdars' Association raised the matter forming the subject-matter of the present dispute for the first time before the conciliation officer. According to M. W. 1, the second-party workman Shri G. M. Ghosh is not a 'workman' under sec. 2(s) of the Industrial Disputes Act and the present dispute is an individual dispute and not an industrial dispute.

7. The above evidence of M. W. 1 remains unchallenged. M. W. 1 has clearly stated that none of the Unions nor a substantial number of fellow-workmen had raised any demand with the management on behalf of the second-party workman Shri G. M. Ghosh relating to the subject-matter of the present dispute prior to conciliation.

8. In A.I.R. 1968 S. C. 529 the Supreme Court inter-alia held:

".....Thus, both the respondents, in their claims put forward before the management of the appellant, requested for payment of retrenchment compensation and did not raise any dispute for reinstatement. Since no such dispute about reinstatement was raised by either of the respondents before the management of the appellant, it is clear that the State Government was not competent to refer a question of reinstatement as an industrial dispute for adjudication by the Tribunal. The dispute that the State Government could have referred competently was the dispute relating to payment of retrenchment compensation by the appellant to respondent No. 3 which had been refused. No doubt, the order of the State Government making the reference mentions that the Government had considered the report submitted by the Conciliation Officer under sub-section (4) of Section 12 of the Industrial Disputes Act, in respect of the dispute between the appellant and workmen employed under it, over the demand mentioned in the Schedule appended to that order; and, in the Schedule, the Government mentioned that the dispute was that of reinstatement of respondent No. 3 in the service of the appellant and payment of his wages from 21st February, 1958. It was urged by Mr. Gopalakrishnan on behalf of the respondents that this Court cannot examine whether the Government, in forming its opinion that an industrial dispute exists, came to its view correctly or incorrectly on the material before it. This proposition is, no doubt, correct; but the aspect that is being examined is entirely different. It may be that the Conciliation Officer reported to the Government that an industrial dispute did exist relating to the reinstatement of respondent No. 3 and payment of wages to him from 21st February, 1958, but when the dispute came up for adjudication before the Tribunal, the evidence produced clearly showed that no such dis-

dispute had ever been raised by either respondent with the management of the appellant. If no dispute at all was raised by the respondents with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their employer. An industrial dispute, as defined, must be a dispute between employers and employers, employers and workmen, and workmen and workmen. A mere demand to a Government, without a dispute being raised by the workmen with their employer, cannot become an industrial dispute. Consequently, the material before the Tribunal clearly showed, that no such industrial dispute, as was purported to be referred by the State Government to the tribunal, had ever existed between the appellant Corporation and the respondents and the State Government, in making a reference, obviously committed an error in basing its opinion on material which was not relevant to the formation of opinion. The Government had to come to an opinion that an industrial dispute did exist and that opinion could only be formed on the basis that there was a dispute between the appellant and the respondents relating to reinstatement. Such material could not possibly exist when, as early as March and July, 1958, respondent No. 3 and respondent No. 2 respectively had confined their demands to the management to retrenchment compensation only and did not make any demand for reinstatement. On these facts, it is clear that the reference made by the Government was not competent. The only reference that the Government could have made had to be related to payment of retrenchment compensation which was the only subject-matter of dispute between the appellant and the respondents."

8. In the present case there is no evidence that any of the unions or a substantial number of fellow-workmen had raised any demand with the management on behalf of the second-party workman Shri G. M. Ghosh relating to the subject-matter of the present dispute prior to conciliation. Accordingly, it must be held that the present dispute which has been referred for adjudication had never been raised before the management by any of the unions or a substantial number of fellow-workmen of the second-party prior to conciliation. Therefore, for the same reasons as stated in A.I.R. 1968 S. C. 529, the present reference made by the Central Government is incompetent and not maintainable.

9. Further, the present dispute is not covered under sec. 2-A of the Industrial Disputes Act, 1947. There is no evidence that the union or a substantial number of fellow-workmen of Shri G. M. Ghosh had espoused his cause with regard to the present dispute. Accordingly, the present dispute must be held to be an individual dispute and not an industrial dispute.

10. M. W. 1 has further stated that the second-party workman was holding a supervisory post during the relevant period and his basic-pay, apart from D.A., V.D.A., underground allowance, etc., was Rs. 537 per month. Accordingly it must be held that the second-party workman being employed in supervisory capacity and drawing wages exceeding Rs. 500 per mensem is not a 'workman' within the meaning of that term under sec. 2(s) of the Industrial Disputes Act, 1947.

11. For the reasons stated above, the present reference must be held to be incompetent and not maintainable.

12. Award is passed accordingly.

Bhubaneswar, 1-2-77.

B. N. MISRA, Presiding Officer

[No. J-19012(35)/75-D-IV(B)]

S.O. 719.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of Kurasia

Colliery, District Surguja, Madhya Pradesh, of National Coal Development Corporation Limited and their workmen, which was received by the Central Government on the 14th February, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M. P.)

Case No. CGIT/LC(R)(48) of 1975

PARTIES :

Employers in relation to the management of Kurasia Colliery, District Surguja, Madhya Pradesh, of National Coal Development Corporation Limited and their workmen represented through the General Secretary, Khan Mazdoor Prishad, P.O. Kurasia, District Surguja (M.P.)

APPEARANCES :

For Workmen—Shri P. K. Thakur, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mines DISTRICT : Surguja (M.P.)

AWARD

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. L-22011/7/74/LRJI/DIIB/dated 23-7-1975 for the adjudication of the following industrial dispute :

"Whether the action of the management of the Kurasia Colliery, District Surguja, Madhya Pradesh, of National Coal Development Corporation Limited, in taking the following extra work, namely;

- (a) helping the Shortfirer in charging the holes by handing him clay cartridges,
- (b) holding the ladder in high places when the shotfirer is engaged in charging the holes by climbing a ladder,
- (c) dressing the roof side and floor,
- (d) cleaning the gummings from the machine cut face to make the face clean for drilling the holes,
- (e) carrying the clay cartridges within the district and stacking the same at the convenient places and carrying the same to faces as and when required for stemming the charges,

from the dressers of the said colliery is justified? If not, to what relief the dressers of the said colliery are entitled and from what date?

2. It is not disputed that the dressers, time rated workmen placed in category III in the scale of 11.35—0.32—14.55 as per National Wage Board Agreement, working in open cast mines as well as underground in Kurasia Colliery, are doing the above work besides the dresser's work as per job description given in the Wage Board Recommendations. They are not being paid any extra remuneration for such additional work.

3. Management's case is that the job description given in the Wage Board Recommendations is not exhaustive of all the duties which could be assigned to a dresser. The duties which are in question are being performed by the dressers as incidental to their main duties calling for no extra remuneration. Such duties are being performed by the dressers since long. Strict adherence to the job descriptions would paralyse the whole industry, the dressers will remain without work for long hours and proper utilisation of man power will not be possible even when being time rated employees they will be drawing wages for the whole day's work. Reliance has been placed on the decision given by the Hyderabad Tribunal about timber mazdoors. It is alleged that as per National Coal Wage Agreement the management has been given liberty to utilise man power fully and in the most economic way.

4. Besides the management has challenged the validity of the reference because even though it involves in question affecting collieries situated in more than one States, the question

has not been referred to a National Tribunal. The adjudication by this Tribunal would far the dispute in other States and other collieries. It would thus go against the principles of industrial adjudication. Moreover discriminatory treatment between various collieries in the matter of only Kurasia Colliery being preferred for such adjudication is said to be violative of Art. 14 of the Constitution hence bad.

5. The case of the Union is that long standing malpractice can be no bulwark for its perpetuation. The legal issues raised have no force. The question has its own limitations and need not be referred to a National Tribunal. There was no discrimination and as such no violation of Art. 14 of the Constitution. The job description is exhaustively given in Wage Board Recommendations after a careful and thorough study.

6. I would like to take up the legal issues at the out set. It is alleged by the management that singling out Kurasia Colliery for making such a reference when the practice of this type is prevailing in several other collieries is highly discriminatory and hence violative of Art. 14 of the Constitution of India. Firstly there is no evidence to show that it was represented before the Government of India that a similar practice prevailed in several other collieries. Under the circumstances, it was not possible for Government of India to take a decision about the situation prevailing in other collieries. There was thus no case of deliberate discrimination. Secondly even if it is presumed that such a situation was prevailing in several other collieries, no reference could be made about them unless the workmen or the unions operating in those collieries raise any industrial dispute of this type. As no such industrial dispute with respect to other collieries was before the Government of India so it was not possible for it to make a reference covering those other collieries also. When there was no industrial dispute in existence in other collieries on this point, there could be no reference and as such there was no case of discrimination. Where there are such disputes presented with respect to several collieries and the Government of India chooses to make a reference only with respect to one and not others for no reasons which may justify such a discrimination, only then a question of violation of the principles envisaged in Art 14 of the Constitution of India can arise. Thus I am of the view that besides the question of the suspension of Art. 14 of the Constitution during this emergency there is no case of discrimination made out which may render the reference unconstitutional.

7. The next question raised by the management is that similar situation prevails in various coal mines situated in various States. The reference should, therefore have been made to a National Tribunal and as such this Tribunal should not proceed with such a reference which would in effect create disputes in other States as it will go against the spirit of industrial adjudication. As said above, there is no evidence to show that Government of India was ever apprised of the situation that similar conditions prevail in other coal mines as well and the question has general importance affecting more than one States. The Government had no occasion to consider whether a reference should be made to a National Tribunal or not. Secondly when the workers in other collieries are feeling satisfied with the work allotted to them and they or their unions have not preferred to raise any such industrial dispute there was no jurisdiction with the Government to enlarge the scope of the present dispute and thereby create a dispute where it never existed. If a malpractice is prevailing in one colliery and the union raises an industrial dispute against it neither the Government nor the Tribunal can stay its hands simply on the consideration that adjudication of such a dispute may have wider repercussions. Western Coalfields Ltd. is a public sector organisation and if a dispute raised with respect to Kurasia Colliery of Western Coalfields Ltd. is decided in a particular manner it is expected that the public sector organisation would implement that decision not only with respect to Kurasia Colliery but with respect to other collieries as well, in its anxiety to treat all the workmen with an even hand. Thus there is no substance in the argument that the adjudication of the present dispute would itself create an industrial dispute in other collieries.

8. This brings me to the factual question in hand which has been referred for adjudication. The job of the dresser

has been described at Sl. No. 16 under category III of Appendix V of Volume II of the Wage Board recommendation as follows :

"A worker who dresses the roof sides and floor of a pillar or gallery generally after shots have been fixed in order to render the working place safe to work in."

Thus the main job of the dresser is to dress the roof sides and floor of a pillar or gallery with special emphasis on ensuring the safety for other workmen who are working on the face such as drillers etc. This job description necessarily covers items (c) and (d) of the reference which speak of dressing the roof sides and the floor, and cleaning the gum-mings from the machine cut face to make the face clean for drilling the holes, respectively. It is, therefore, agreed upon by the Advocates on either side that the items (c) and (d) of the reference relate to job of the dressers properly so called an according to them the dispute is confined to items (a), (b) & (e). Item (a) speaks of the work of helping the Shotfirer in charging the holes by handing him clay cartridges. Item (b) speaks of holding the ladder in high places when the Shotfirer is engaged in charging the holes by climbing a ladder and item (e) speaks of carrying the clay cartridges within the district and stacking the same at the convenient places and carrying the same to faces as and when required for stemming the charges. All these works have been designated as extra work in the reference itself. It clearly means that according to the reference all these works are admittedly not falling within the job description of the dresser and as such they are the additional duties which the dressers are being asked to perform. The management has tried to justify the discharge of these additional duties by the dressers on the following grounds :

- (i) they are the duties incidental to the main job description which is not exhaustive in the Wage Board recommendations,
- (ii) they are not the duties of higher responsibility which may call for higher rate of wages,
- (iii) the dressers are time rated workmen and after they have done their main job or till they get an opportunity of doing the main job the management cannot to allow them to sit idle and yet pay full wages. If this extra work is taken out the management may not require as many dressers and hence a decision to that effect may result in retrenchment of the dressers, and
- (iv) it is said that under the National Coal Wage Agreement the unions had agreed for the adoption of all possible measures by the management for full utilisation of existing man power with a view to increase productivity and efficiency and for introducing economy.

I will take up these points one by one. So far as the argument that they are the duties incidental to the main job is concerned, I am of the view that it has no legs to stand. Helping the shotfirers in charging the holes by handing him clay cartridges cannot be said to be duty incidental to dressing of the roof sides, floor or the pillars or gallery. It is a job wholly unconnected with the job of dressing. Similarly holding the ladder in high places when the shotfirer is engaged in charging the holes by climbing the ladder is not the duty which can be said to be incidental to the aforesaid duty of the dresser. The reasons given above equally apply so far as this duty is concerned and I should not repeat them. So is the case with the duty of carrying the clay cartridges within the district. I am, therefore of the opinion that this argument of the management can hardly be approved looking to the nature of the duties and functions allotted under the Wage Board recommendations to dresser and comparing them with these aforesaid additional assignments to them.

9. The argument that they are not the duties of higher responsibility which may call for higher rate of wages has also no force. An officer cannot be asked to perform the work of a draftsman simply because that is not the duty of a higher responsibility which may call for higher rate of

wages. Whenever there is categorization and distribution of work a norm is to be followed and the management is not entitled to bring back the chaotic condition for the removal of which the norms were set and categories were formed resulting in distribution of work after a lot of study. This argument of the management has, therefore, no appeal for justifying the allotment of the said extra work to the dressers.

10. The next argument of the management is that these time rated workmen cannot be allowed to sit idle and if the extra work is not allotted to them the present strength may far exceed the requirements and therefore it may result in retrenchment. Shelter is taken against the National Coal Wage Agreement which empowers the management to take all possible measures for full utilisation of existing man power, introducing economy at all levels. Strength for this argument is sought to be drawn by the decision of the Central Industrial Tribunal, Hyderabad in Reference Case No. 23 of 1971 decided on 27th October, 1973 in relation to Government of India Order No. 7/29/70-LRII dated 12-2-1971 published in the Gazette of India dated 24th November, 1973 in Pt. II, Section 3(II) page 3858.

11. In the aforesaid award the question of existing practice was raised by the management but the learned Tribunal did not pay approve it as a valid argument. In the present case also the additional work is being sought to be justified on the ground of existing practice but if existing practices in the coal industry were to continue there would have been no reports, no categorization and no reform. The workers would have remained hanging in that dark era of confusion and oppression which was prevailing in the industry in the earlier days. It is only for curbing down the prevailing malpractices and for improving the conditions of working that all these steps of setting up Wage Board etc. were taken by the Government of India.

12. With respect to time rated workmen Majumdar Tribunal in para 36 of its award stated that :-

"the wage differentials have to be arrived at after considering factors like the degree of skill, the strain of work, experience and training required, responsibility under taken mental and physical requirements, disagreeableness or the hazard attendant on the work and the fatigue involved."

All these considerations were approved in the Wage Board recommendations and the only change that was done under Chapter VIII, Section A was to reduce the ten categories into six. It is thus clear that the job description in the Majumdar Award and subsequently adopted under the Wage Board Recommendations were prepared after taking all the aforesaid factors into consideration and accordingly the wages were also fixed. It is thus obvious that the dressers were to do only the dressing work besides other allied duties which are incidental to that work. They are paid for that work and their category and pay have been fixed having regard to the degree of skill, strain of work, experience and training, responsibility undertaken, mental and physical requirements and the hazard attendant on the work together with fatigue involved. As the job description rightly gives a hint the responsibility of the dresser is to ensure safety of working so that accidents by roof fall or through the explosion of the coal dust and such other things are avoided. Safety is a matter of prime importance in the working of the Colliery where the life of several workmen is involved. He has to do his job with a particular skill and training and it cannot be said that the job does not create fatigue which may require the dresser some rest for recouping himself for doing the next job. If he is not allowed to take rest and the element of fatigue continues to over power his nerves and muscles he may fail in discharging his duties as efficiently next time and that may trigger in an accident. Therefore it cannot be said that such a responsible man should be kept busy all the time in order to extract the most from him for the amount that is paid.

13. It was within the knowledge of the members of the Wage Board that a dresser is not required to be on the job continuously after dressing the roof sides etc. and rendering the working place safe for work he will be required to stay without work till the coal is removed fresh holes are drilled and they are properly charged and blasted by the shotfirers.

Even then they put him in the category of time rated workman and allowed him a pay scale for the job that was described in Appendix V. I am, therefore, of the view that the argument that the dresser should not remain idle during the intermittent period between one dressing and the other hence he should be entrusted with the additional duties, cuts no ice in the present case. In the aforesaid case of Singareni Collieries Company Limited Mandamari Division decided by the Central Industrial Tribunal, Hyderabad, the circumstances were different. There the coal cutters refused to do the extra work of carrying the drilling machine hence the employer entrusted that job to timber mazdoors who had been doing it for a long time. Neither the management nor the Tribunal insisted that the job of carrying the drilling machines should be done by the coal cutters whose work was of a different nature and involved responsibility and risk. The insistence was on the timber mazdoors. Timber mazdoor is a mazdoor after all. His job description is to assist in setting props, checks barricades, etc. The mazdoors generally falling in Category II of Appendix V of Vol. II of the Wage Board recommendations have been allotted the duties of general labourers and they have been given different names according to the type of the help they render in one branch or the other. The work of carrying drilling machines was a work of allied nature and if a mazdoor was sitting idle he could be entrusted with that job. Therefore in the light of pre-existing practice the tribunal was pleased to hold management justified in asking timber mazdoors of IInd and IIIrd Shifts to carry drilling machines from surface to bottom or vice-versa because in those two shifts they had no full time work. It is note-worthy that timber mazdoors of the 1st Shift were not touched in the award because presumably they had full time job of their own to perform. In the present case a semi-skilled higher Cat. III worker is being asked to perform the duties of explosive carrier, Sl. No. 4, that is the duty of the Cat. II semi-skilled lower workman. The job description of the Explosive Carrier as given in Appendix V in Cat. II is as follows :-

"An unskilled mazdoor who carries explosives in a locked canister and accompanies the shot-firers and generally assists the shot-firer in his duties."

The work of holding the ladder for the shot fire to charge the holes and the work of helping the shot-firer by handing him clay cartridges are clearly covered by the above job description and these duties have been assigned to the Explosive carrier. The duty of carrying clay cartridges within the district may be a duty incidental to the duties specifically described in the job description of the Explosive Carrier. Such duties, which have been specifically assigned to a particular category workman, cannot be treated as incidental duties and assigned to a dresser. Moreover asking a semi-skilled higher category employee to perform the duties of a semi-skilled lower category explosive carrier will be deemed to be asking him to do a lower type of work. Hyderabad Central Tribunal while observing in para 8 that 'I have already noted above that the work of carrying drilling machine is by no means a lower type of work', envisaged that it would not be justified to ask a workman to do a lower type of work only with a view to keep him engaged. Such a step towards economy or utilisation of man power is not envisaged in the National Coal Wage Agreement. Under that agreement adoption of all possible measures for full utilisation of existing man powers means that each workman should be made to do his job with sincerity and diligence so that there is maximum exploitation of his labour with respect to that job resulting in increase in productivity and efficiency. It does not mean that he should be utilised for other menial jobs so that he may not be able to recoupe himself from the fatigue for doing his own job when the turn comes and thereby introduce an element of laxity in safety which is of prime importance in operating a mine. Similarly introduction of economy as envisaged in National Coal Wage Agreement does not mean that the work of an Explosive Carrier should be entrusted to a Dresser so that there may not remain any need to keep explosive carriers under employment. The argument that if these extra duties are not entrusted to the dressers they would remain idle and as their strength has been fixed having regard to these extra duties which they were performing and some of them will have to be retrenched, has no force because on the other hand if dressers are entrusted with the duties of explosive carriers, the latter would suffer unemployment. If the

management really feels that the dressers do remain idle if they are made to work according to the job description, they should take suitable steps for revising their service conditions and job descriptions, but till that is done the management cannot be allowed to do a thing in an under hand manner on the basis of some prevailing malpractice which basis was not recognised even by the Hyderabad Tribunal as a sound basis for the continuance of the same as is apparent from the following excerpt :

"It can however be noted that the action of the Management in calling upon these Timber mazdoors to carry the drilling machine on the ground of any prior practice as part of their job certainly fails."

14. Considering all these factors I am of the view that in the interest of safe working dressers should not be diverted to other duties wholly unconnected with their job. They may be asked to perform duties allied and incidental to their job. It is, therefore, held that the dressers in Kurasia Colliery should be relieved of the extra work enumerated under Clause (a), (b) and (c) of the Schedule to the reference. The reference is answered accordingly.

Dated : 2-2-77.

S. N. JOHRI, Presiding Officer
[No. L-22011/7/74-LR. IV-D-IV(B)]

S.O. 720.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur in the industrial dispute between the employers in relation to the management of East Donger Chicky Colliery of Messrs Coal Mines Authority Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh) and their workmen, which was received by the Central Government on the 14th February, 1977.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)**

Case No. CGIT/LC(R)(26)/1974

PARTIES :

Employers in relation to the management of East Donger Chicky Colliery of Messrs Coal Mines Authority Limited, Post Office Parasia, District Chhindwara (M.P.) and their workmen represented through the Pragatisheel Mazdoor Congress, P. O. Junerdho, District Chhindwara (M.P.)

APPEARANCES :

For Workmen.—None.

For Management.—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mines **DISTRICT :** Chhindwara (M.P.)

AWARD

Jabalpur, the 3rd February, 1977

This is a reference made by the Government of India in the Ministry of Labour vide its Order No. L-22012/5/73-LR II dated 7th November, 1974 for the adjudication of the following dispute :—

"Whether the action of the management of East Donger Chicky Colliery of Messrs Coal Mines Authority Limited, Post Office Parasia, District Chhindwara (Madhya Pradesh), in terminating the services of Shri Ramprasad, son of Shri Kunjilal Suryawanshi, Trammer is justified? If not, to what relief is the workman entitled and from what date ?

2. The erstwhile owner terminated the services of Ramprasad Suryawanshi in April 1972 on medical grounds because he was found unfit to work in the mine and because he had a poor vision. Such a certificate was given by the Chief Medical Officer.

3. The Union which had sponsored the dispute i.e. the Pragatisheel Mazdoor Congress never came forward to file

the written statement in the case. Now the General Secretary, Shri Giyan Shah, informs this Tribunal through a letter Ex. M/2 sent through Shri M. B. Khare of the management stating that the Union is now no more in existence and it does not want to pursue the case. The workman concerned died on 14th July, 1976 as per certificate of the Medical Officer Ex. M/3. He died in Barkui hospital. Previous attempts to serve him personally failed because his address was not known.

4. The erstwhile management raised the plea of justification of termination because the workman had become physically handicapped and was unfit to work in the mines which is a work of hazardous nature. The Government Company has disowned all liability and has supported the plea taken by the old management.

5. Shri M. B. Khare was examined on behalf of the management and he has proved that the services of Ramprasad were terminated because of his physical incapability which was certified by the Chief Medical Officer of Barkui hospital. There being no evidence to the contrary the reference is answered in favour of the management by holding that the termination was justified. Even inspite of the death of the workman concerned the reference is being answered last there could arise a question of back wages had there been a result to the contrary. Award is given accordingly.

Dated : 3-2-1977.

S. N. JOHRI, Presiding Officer
[No. L-22012(5)/73-LR. II/D-IV(B)]
BHUPENDRA NATH, Desk Officer

नई दिल्ली, 16 फरवरी, 1977

का०शा० 721 केन्द्रीय सरकार, ठेका श्रम (विनियमन और उत्साहन), अधिनियम, 1970 (1970 का 37) की धारा 15 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के मृतपूर्व श्रम और पुनर्वासि मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना संख्या का० शा० 3062, तारीख 21 जुलाई, 1971 को अधिकांश करते हुए, निम्न धनसूची के स्तम्भ (2) में उल्लिखित अधिकारियों को इसी धनसूची में उनके समक्ष स्तम्भ (3) में तत्सम्बन्धी प्रविष्टियों में क्रमशः निदिष्ट क्षेत्रों के लिए अपील अधिकारियों के रूप में मनोनीत करती है।

धनसूची

क्रमांक	अधिकारी	क्षेत्र
(1)	(2)	(3)
1.	क्षेत्रीय श्रमायुक्त (केन्द्रीय) बम्बई। महाराष्ट्र राज्य और गोवा, दमन और दीव तथा दादरा और नागर हवेली के संघशासित क्षेत्र।	
2.	क्षेत्रीय श्रमायुक्त (केन्द्रीय), कलकत्ता। पश्चिम बंगाल बर्दवान, बीरभूम बंकुरा और पुरुलिया के सिविल जिलों को छोड़कर) असम, मेघालय, नागालैण्ड, मणिपुर, सिक्किम त्रिपुरा राज्य और अरुणाचल प्रदेश और निकोबार द्वीप समूह, मिजोरम और अरुणाचल प्रदेश के संघशासित क्षेत्र।	
3.	क्षेत्रीय श्रमायुक्त, (केन्द्रीय), मद्रास। तमिलनाडु और केरल राज्य और पांडिचेरी तथा लक्षद्वीप के संघ शासित क्षेत्र और कर्नाटक राज्य में बंगलूर, कोलार, मैसूर मण्ड्या, तुमकोर, कुर्ग, साउथ कनारा हसन, चिकमगलूर, शिमोगा और चित्तदुर्ग के सिविल जिले तथा आन्ध्र प्रदेश राज्य में विजूर का सिविल जिला।	

(1)	(2)	(3)
4. क्षेत्रीय श्रमायुक्त (केन्द्रीय), मध्य प्रदेश राज्य। जबलपुर।		
5. क्षेत्रीय श्रमायुक्त (केन्द्रीय), उत्तर प्रदेश, पंजाब, हरियाणा, हिमाचल प्रदेश और जम्मू व कश्मीर राज्य और दिल्ली तथा षण्डीगढ़ के संघशासित क्षेत्र।		
6. क्षेत्रीय श्रमायुक्त (केन्द्रीय), धनबाद बिहार राज्य।		
7. क्षेत्रीय श्रमायुक्त (केन्द्रीय), कर्नाटक राज्य (बंगलौर, कोलार, मैसूर, मण्ड्या, तुमकार, कुर्ग, साउथ कनारा, हसन, चिकमगलूर, शिमोगा और चित्रदुर्ग के सिविल जिलों को छोड़कर)।		
8. क्षेत्रीय श्रमायुक्त (केन्द्रीय), अजमेर राजस्थान और गुजरात राज्य।		
9. क्षेत्रीय श्रमायुक्त (केन्द्रीय), पश्चिम बंगाल राज्य के बर्दवान, आसनसोल, बोरभूम, बंकुरा, और पुरुलिया जिले।		
10. क्षेत्रीय श्रमायुक्त (केन्द्रीय) उड़ीसा। भुवनेश्वर।		

[संख्या एस-16025(8)/75-एन० डब्ल्यू-1]

New Delhi, the 16th February, 1977

S.O. 721.—In exercise of the powers conferred by section 15 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), and in supersession of the notification Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour and Employment) S.O. 3062. dated the 21st July, 1971, the Central Government hereby nominates the Officers mentioned in Column (2) of the Schedule below, to be appellate officers for the area specified respectively against them in the corresponding entries in column (3) of the same Schedule.

SCHEDULE

Sl. No.	Officers	Area
(1)	(2)	(3)
1. Regional Labour Commissioner (Central), Bombay.		The State of Maharashtra and the Union Territories of Goa, Daman and Diu and Dadra and Nagar Haveli.
2. Regional Labour Commissioner (Central), Calcutta.		The States of West Bengal (excluding the Civil Districts of Burdwan, Birbhum, Bankura and Purulia) Assam, Meghalaya Nagaland, Manipur, Sikkim, Tripura and the Union Territories of the Andaman and Nicobar Islands, Mizoram and Arunachal Pradesh.

I	2	3
3. Regional Labour Commissioner (Central), Madras.		The States of Tamil Nadu and Kerala and the Union Territories of Pondicherry and Lakshadweep and the Civil Districts of Bangalore, Kolar, Mysore, Mandya, Tumkar, Coorg, South Kanara, Hassan, Chickmangalure, Shimoga and Chitradurg in the State of Karnataka and the Civil District of Chittoor in the State of Andhra Pradesh.
4. Regional Labour Commissioner (Central), Jabalpur.		The State of Madhya Pradesh.
5. Regional Labour Commissioner (Central), Kanpur.		The States of Uttar Pradesh, Punjab, Haryana, Himachal Pradesh and Jammu and Kashmir and the Union Territories of Delhi and Chandigarh.
6. Regional Labour Commissioner (Central), Dhanbad.		The State of Bihar.
7. Regional Labour Commissioner (Central), Hyderabad.		The States of Karnataka (excluding Civil Districts of Bangalore, Kolar, Mysore, Mandya, Tumkur, Coorg, South Kanara, Hassan, Chickmagalur, Shimoga and Chitradurg).
8. Regional Labour Commissioner (Central), Ajmer.		The States of Rajasthan and Gujarat.
9. Regional Labour Commissioner (Central), Asansol.		The Districts of Burdwan, Birbhum, Bankura and Purulia in the State of West Bengal.
10. Regional Labour Commissioner (Central), Bhubaneswar.		The State of Orissa.

[No. S-16025(8)/75-LW/D]

का०आ० 722— केन्द्रीय सरकार, ठेका श्रम (विनियमन और उद्घाटन) अधिनियम, 1970 (1970 का 37) की धारा 28 की उप-धारा (1) द्वारा प्रवर्त शक्तियों का प्रयोग करते हुए और भारत सरकार के भूतपूर्व श्रम और पुनर्वास मंत्रालय (श्रम और रोजगार विभाग) की अधिसूचना सं० का० आ० 3063, तारीख 21 जुलाई, 1971 को अधिष्ठात कर रहे हुए, निम्न अनुसूची के स्तम्भ (2) में उल्लिखित अधिकारियों की निरीक्षकों के रूप में नियुक्त करती है, जो उक्त अधिनियम द्वारा या के अधीन निरीक्षकों को प्रवर्त शक्तियों का उक्त अनुसूची के स्तम्भ (3) में तत्संबंधी प्रविष्टियों में विनिर्दिष्ट अपनी अधिकारिता का स्थानीय सीमाओं के भीतर, प्रयोग करेंगे।

अनुसूची

क्रमांक	अधिकारी	स्थानीय सीमाएं
(1)	(2)	(3)
1. मुख्य श्रमायुक्त (केन्द्रीय) के मुख्यालय, नई दिल्ली में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।		सारा भारत।

(1)	(2)	(3)
2. बम्बई क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	महाराष्ट्र राज्य और गोवा, दमन और दीव तथा दादरा और नगर हवेली के संघ शासित क्षेत्र।	
3. कलकत्ता क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	पश्चिम बंगाल (बर्धमान, बीरभूम, बंकुरा और पुरुलिया के सिविल जिलों को छोड़कर) असम, मेघालय, नागालैण्ड, मणिपुर, मिझोरम, त्रिपुरा राज्य और अण्डमान तथा निकोबार द्वीप-समूह, मिझोरम और अरुणाचल प्रदेश के संघ शासित क्षेत्र।	
4. मद्रास क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	तमिलनाडु और केरल राज्य तथा पांडिचेरी और लक्षद्वीप के संघ-शासित क्षेत्र और कर्नाटक राज्य में बंगलूर, कोलार, मैसूर, माण्ड्या, तुमकार, कुर्ग, साउथ कनारा, हुसन, चिकमगलूर, शिमोगा, और चित्रदुर्ग और आन्ध्र प्रदेश में बिलूर के सिविल जिले।	
5. जबलपुर क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	मध्य प्रदेश राज्य।	
6. कानपुर क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	उत्तर प्रदेश, पंजाब, हरियाणा, हिमाचल प्रदेश, और जम्मू व कश्मीर राज्य और दिल्ली तथा चण्डीगढ़ के संघ शासित क्षेत्र।	
7. धनबाद क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	बिहार राज्य।	
8. हैदराबाद क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	कर्नाटक (बंगलूर, कोलार मैसूर, माण्ड्या तुमकार, कुर्ग, साउथ कनारा, हुसन, चिकमगलूर, शिमोगा (चित्रदुर्ग) के सिविल जिलों को छोड़कर) और आन्ध्र प्रदेश (बिलूर के सिविल जिलों को छोड़कर) राज्य।	
9. अजमेर क्षेत्र में सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	राजस्थान और गुजरात राज्य।	
10. सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	पश्चिम बंगाल राज्य में बर्धमान, बीरभूम, बंकुरा और पुरुलिया जिले,	
11. सभी सहायक श्रमायुक्त (केन्द्रीय) और श्रम प्रवर्तन अधिकारी (केन्द्रीय)।	उड़ीसा राज्य।	

S.O. 722—In exercise of the powers conferred by sub-section (1) of Section 28 of the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970) and in supersession of the notification of the Government of India in the late Ministry of Labour and Rehabilitation (Department of Labour and Employment) S. O. 3063 dated the 21st July, 1971, the Central Government hereby appoints the officers mentioned in Column (2) of the Schedule below, to be Inspectors who shall exercise the powers conferred on Inspectors by or under the said Act within the local limits of their respective jurisdictions specified in the corresponding entries in column (3) of the said Schedule.

SCHEDULE

Sl. No.	Officers	Local Limits
1	2	3
1.	All Assistant Labour Commissioners (Central) and Labour Enforcement Officers (Central), at Chief Labour Commissioner's Headquarters, New Delhi.	Whole of India.
2.	All Assistant Labour Commissioners (Central) and Labour Enforcement Officers (Central), in the Bombay Region.	The State of Maharashtra and the Union Territories of Goa, Daman and Diu and Dadra and Nagar Haveli.
3.	All Assistant Labour Commissioners (Central) and Labour Enforcement Officers (Central) in the Calcutta Region.	The States of West Bengal (excluding the Civil Districts of Burdwan, Birbhum, Bankura and Purulia) Assam, Meghalaya, Nagaland, Manipur, Sikkim, Tripura and the Union Territories of the Andaman and Nicobar Islands, Mizoram and Arunachal Pradesh.
4.	All Assistant Labour Commissioners (Central) and Labour Enforcement Officers (Central) in the Madras Region.	The States of Tamil Nadu and Kerala and the Union Territories of Pondicherry and Lakshadweep and the Civil Districts of Bangalore, Kolar, Mysore, Mandya, Tumkur, Coorg, South Kanara, Hasan, Chickmagalur, Shimoga, and Chitradurg in the State of Karnataka and Chittoor in the States of Andhra Pradesh.
5.	All Assistant Labour Commissioners (Central) and Labour Enforcement Officer (Central) in the Jabalpur Region.	The State of Madhya Pradesh.
6.	All Assistant Labour Commissioners (Central) and Labour Enforcement Officer (Central) in the Kanpur Region.	The States of Uttar Pradesh, Punjab, Haryana, Himachal Pradesh and Jammu and Kashmir and the Union territories of Delhi and Chandigarh.

[संख्या एम-16025(8)/75-एल० डब्ल्यू० (2)]

के० डी० गोधी, अवर सचिव

1	2	3
7. All Assistant Labour Commissioners (Central) and Labour Enforcement Officers (Central) in the Dhanbad Region.	The State of Bihar.	
8. All Assistant Labour Commissioners (Central) and Labour Enforcement Officer (Central) in the Hyderabad Region.	The States of Karnataka (excluding Civil Districts of Bangalore, Kolar, Mysore, Mandya, Tumkar, Coorg, South Kanara, Hasan, Chickmagalur, Shimoga, (Chitradurg) and Andhra Pradesh (excluding the Civil District of Chittoor).	
9. All Assistant Labour Commissioners (Central) and Labour Enforcement Officer (Central) in the Ajmer Region.	The States of Rajasthan and Gujarat.	
10. All Assistant Labour Commissioners (Central) and Labour Enforcement Officer (Central).	The Districts of Burdwan, Birbhum, Bankura and Purulia in the State of West Bengal.	
11. All Assistant Labour Commissioners (Central) and Labour Enforcement Officer (Central).	The State of Orissa.	

No. S-16025(8)/75-LW(ii)]

K. D. GANDHI, Under Secy.

New Delhi, the 18th February, 1977

S.O. 723.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Pure Selected Bansijsora Section of Tetulmari Colliery of Messrs Bharat Coking Coal Limited, Post Office Sijua, District Dhanbad and their workman, which was received by the Central Government on the 10th February, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 4 of 1976

PARTIES :

Employers in relation to the management of Pure Selected Bansijsora Section of Tetulmari Colliery of M/s. Bharat Coking Coal Ltd. P.O. Sijua, Distt. Dhanbad.

AND

Their workman represented by United Coal Workers' Union, P. O. & Distt. Dhanbad.

APPEARANCES :

For Employers—Shri B. Joshi, Advocate.

For Workman—Shri Lalit Burman, Secretary of the Union.

INDUSTRY : Coal

STATE : Bihar

AWARD

This is a reference U/S 10(1)(d) of the Industrial Disputes Act, 1947 and according to the schedule given below the dispute for adjudication is the stoppage of work of Shri B. C. Mukherjee, Loading Clerk with effect from 1-2-1973 by the management of Pure Selected Bansijsora Section of Tetulmari Colliery of M/s. Bharat Coking Coal Ltd., P.O. Sijua, Dist. Dhanbad. This reference has been referred to this Tribunal by the Government of India, Ministry of Labour by an Order No. L-20012/93/75-DIIIA dated 12th January, 1976. The schedule of reference is as follows :—

SCHEDULE

"Whether the action of the management of Pure Selected Bansijsora Section of Tetulmari Colliery of M/s. Bharat Coking Coal Ltd., P. O. Sijua, Distt. Dhanbad are justified in stopping the work of Shri B. C. Mukherjee, Loading Clerk with effect from 1-2-1973 ? If not, to what relief the workman is entitled ?

2. A preliminary point has been raised that Messrs Bharat Coking Coal Ltd. (B.C.C. Ltd.) was not the owner and employer in relation to Pure Selected Bansijsora Section of Tetulmari Colliery as on 1-2-1973 and neither the workman concerned was an employee of the colliery of the B.C.C. Ltd., at any time. Accordingly, it is said that there could be no industrial dispute between the workman and the B.C.C. Ltd., as the relationship of employer and employee between them had never been in existence. It is submitted that on the above ground the reference is bad in law.

3. On behalf of the workman argument is that by the Coal Mines (Taking Over of Management) Act, 1973, which came into force on the 30th June, 1973, the colliery in question was placed under the Custodian which was the B.C.C. Limited and subsequently under the Coal Mines (Nationalisation) Act, 1973 the same B.C.C. Limited became the owner and therefore the subject matter of the dispute was during the management of the B.C.C. Limited and accordingly it cannot be said that there was no relationship of employer and employee between the concerned workman and the B.C.C. Ltd.

4. Under the Coal Mines (Taking Over of Management) Act, 1973 in Section 2(d) 'Custodian' has been defined and a 'Custodian' in relation to a coal mine means the person appointed U/S 6 to take over, or carry on, the management of the coal mine. According to Section 6 Central Government may, as soon as it is convenient administratively so to do, appoint any person (including a Government Company, whether in existence at the commencement of this Act or incorporated thereafter) as the Custodian for the purpose of taking over of the management of one or more coal mines and the persons so appointed shall carry on the management of such mines for and on behalf of the Central Government.

5. Under the Coal Mines (Nationalisation) Act, 1973 in Section 5 power of the Central Government to direct vesting of rights in a Government Company has been specified and Sub-Section (1) runs as follows :—

"Notwithstanding anything contained in Sections 3 & 4, the Central Government may if it is satisfied that a Government Company is willing to comply or has complied, with such terms and conditions as that Government may think fit to impose, direct, by an order in writing, that the right, title and interest of an owner in relation to a coal mine referred to in Section 3, shall, instead of continuing to vest in the Central Government, vest in the Government Company, either on the date of publication of the direction or on such earlier or later date (not being a date earlier than the appointed day), as may be specified in the direction."

6. From the above it is clear that the Custodian appointed U/S 6 of the Coal Mines (Taking Over of Management) Act, 1973 was to carry on the management of such mines for and on behalf of the Central Government and U/S 5 of the Coal Mines (Nationalisation) Act, 1973 the right, title and interest of an owner in relation to a coal mine referred to in Section

3 vested in the Government Company either on the date of publication of the direction or on such earlier or later date (not being a date earlier than the appointed day), as specified in the direction. It means that a Custodian appointed u/s 6 was only incharge of management of the coal mine while u/s 5 the Government Company because the owner as the right, title and interest of an owner in relation to a coal mine vest in it. Therefore the argument raised on behalf of the workman that because the B.C.C. Limited was the Custodian on 1-2-1973 and therefore it would be presumed that the workman concerned was its employee in its capacity as the owner of the coal mine and in that view of the matter the objection raised on behalf of the B.C.C. Limited is not tenable, does not seem to be correct. It would be only from the appointed day i.e. 1-5-1973 that the B.C.C. Limited would come in the picture as an owner of the coal mine and not prior to that.

7. In my opinion, there is a good deal of substance in the contention raised on behalf of the B.C.C. Limited that prior to 1-5-1973 the workman concerned was not its employee and there could be no industrial dispute between the two, as there was no relationship of employer and employee between them.

8. In that view of the matter, the dispute referred to the Tribunal cannot be adjudicated upon between the concerned workman and the B.C.C. Limited as the reference is invalid.

This is my award.

5th February, 1977.

S. R. SINGHA, Presiding Officer
[No. L-20012/93/75-D. III(A)]

S.O.724.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Khoodia Colliery of Messrs Coal Mines Authority, Post Office Nirsachati, District Dhanbad and their workman, which was received by the Central Government on the 10th February, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL— CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 1 of 1975

PARTIES :

Employers in relation to the management of Khoodia Colliery of M/s. Coal Mines Authority Ltd., P.O Nirsachati, Distt. Dhanbad.

AND

Their workman represented by Akhil Bhartiya Shoshit Mazdoor Sangh, Dhanbad.

APPEARANCES :

For Employers.—Shri T. P. Chowdhury, Advocate.

For Workman.—Shri N. Nag, President of the Union.

INDUSTRY : Coal

STATE Bihar.

AWARD

This is a reference u/s 10(1)(d) of the Industrial Disputes Act, 1947 by the Govt. of India in the Ministry of Labour, concerning a workman, Smt. Subhadra Badyakar, Over-burden Removal worker of the Khoodia Colliery and the management of that colliery, M/s. Coal Mines Authority Ltd., which is at present known as Central Coalfields Ltd. The dispute is with respect to the refusal of employment to the concerned workman. This reference has been sent to this Tribunal under order No. L-200012/78/75/D III/A dated nil. The schedule of reference is as follows:—

SCHEDULE

“Whether the action of the management of Khoodia Colliery of M/s. Coal Mines Authority Limited, P.O. Nirsachati, Dist. Dhanbad, in refusing to give employment to Smt. Subhadra Badyakar, Over-burden Removal worker, with effect from the 1st July, 1973, is justified? If not to what relief is the said worker entitled?”

2. The president of the Akhil Bhartiya Shoshit Mazdoor Sangh P.O. & Dist. Dhanbad filed a representation before the A.L.C. (C) Dhanbad on 26-3-75 raising an industrial dispute against the management of the Khoodia Colliery of M/s. Coal Mines Authority Ltd., P.O. Nirsachati, Dist. Dhanbad concerning the refusal of work to Smt. Subhadra Badyakar. It was said that she worked till 30-6-73 but suddenly fell ill and reported for duty to the Manager of the colliery after recovery on 9-7-73 when she was not permitted to join her duties.

3. On receipt of this representation the A.L.C. issued notice to the management and they filed their reply refusing to reinstate the workman as she had left her duty on her own accord without any permission or information.

4. Consequently a failure report was submitted to the Government and thereafter the present reference was made.

5. On behalf of the workman a written statement has been filed by the president of the Akhil Bhartiya Shoshit Mazdoor Sangh stating therein that with effect from the 1st of July, 1973 Smt. Subhadra Badyakar was out of employment as she has been refused employment by the Manager of the Khoodia Colliery. She fell ill on the 30th of June 73 and after recovery reported to the Manager on 9-7-73 but was not permitted to join.

6. It was further said that on the 1st of July '73 she informed the Manager about her illness through her husband and on the 9th of July '73 she produced the medical certificate before the Manager, but nothing was done by him and she was rendered idle.

7. Another point taken was that no notice had been given to her nor any chargesheet had been given, nor any order of dismissal had been passed. Accordingly it was stated that the management was under an obligation to reinstate her and to pay her back wages.

8. In the written statement filed on behalf of the management it was contended that the reference was absolutely incompetent inasmuch as no dispute was ever raised by the concerned workman or any union on her behalf with them. It was for the first time before the A.L.C. that a demand was made and he forwarded a copy of the communication dated 26-3-75 to them. Accordingly it was stated that it could not be taken and could not be deemed to be an industrial dispute.

9. They further said that the Akhil Bhartiya Shoshit Mazdoor Sangh was not functioning in the colliery and had no existence at any time and a most powerful union known as koyla Sramik Sangathan which was functioning in the colliery never took up her cause nor made any demand on the management on her behalf.

10. It was also contended that Smt. Subhadra Badyakar had never fallen ill and she worked till 30-6-73 and was paid her wages. Thereafter she absented herself from 1-7-73 and was traceless and as such her name was excluded from the manpower list. The management had no information about her illness and no medical certificate was ever produced before the Manager.

11. It was contended that the reference being incompetent no award could be given in this reference.

12. A rejoinder has been filed on behalf of the workman in which the same points were taken which had already been taken in the written statement. In the rejoinder of the management points taken in the written statement had been reiterated.

13. In support of her case Budhadra Badyakar has examined herself and on behalf of the management 2 witnesses have been examined, MW-2 Sri D. N. Ram was the Manager of the Khoodia colliery for some time for a few months

in 1973 and MW-1 is Joginder Singh a Mining Sirdar since 1972. On behalf of the workman Ext. M-1 is the letter of the Asst. Labour Commissioner (A.L.C.) addressed to the Manager of Khoodia colliery and Ext. M-2 is a letter addressed to the Manager, Khoodia colliery as well as to the Chief Personal Officer, of Coal Mines Authority Ltd., and the A.L.C. (C) Dhanbad by the President of the sponsoring union.

14. Evidence of Smt. Subhadra Badyakar is that she fell ill when she was still on duty and she informed the Manager about it. Subsequently when she got well she produced medical certificate before him and was asked to come the following Monday. She went as directed but was refused work. In cross-examination she has stated that she fell ill in the month of Asardh. Her father's home is at Jamtara and he had some cultivation. She says further that she had put in an application before the Manager but he did not sign on it. He says that she did not report about the stoppage of work to any union. According to her she was suffering from stomach trouble and got medicines from village Upchuria. She said that Joginder Singh was the Mining Sirdar at that time. Joginder Singh is MW-1 and he says that Subhadra was an overburden Remover. He denies that he ever refused her to resume duty. He says that it is not his duty to inform the Manager about the absence from duty of any Overburden Remover and that is the duty of the Attendance Clerk. He says further that his duty is to allow a workman who comes to the mines to resume his duties.

15. MW-2 was the Manager for a few months and he joined in July or August 1973. He has stated that during this period Subhadra Badyakar never approached him, nor anybody on her behalf told him that she had been stopped from work. He says that when Onkarmal Agarwalla was the owner of the colliery, the work was being done through contract labour and the majority of labour were migratory. They used to leave their work during cultivation and harvesting seasons and used to return to their work thereafter.

16. From the written statements of the parties and the evidence of witnesses examined on their behalf, it appears that Subhadra Badyakar was absent from duty for a pretty long time and it was about two years after that the union took up her cause and without making demand upon the management straightway raised a dispute before the A.L.C. There is nothing on record to show that she was ill and that she had requested the Manager before whom she had produced a medical certificate to permit her to resume her duty. The very fact that she did not report about the stoppage of work to any union and the dispute was raised two years after, in my opinion, may lead to the inference that she had left the work of her own accord and being under the impression that she would be allowed to resume duty whenever she returned as was prevailing during the time of the Contractor, she remained absent and thereafter got a dispute raised by an Union.

17. Having failed to raise any dispute before the management and having raised it straightway before the A.L.C. after lapse of two years, in the eye of law there is no industrial dispute and reference is incompetent. In this connection I may refer to the case Fedders Lloyds Corporation Ltd., Petitioner Vs. Lt. Governor, Delhi, through Under Secretary (Labour) Delhi and others Respondents reported in A.I.R. 1070 Delhi-60. A similar situation arose before their Lordships and they were of the opinion that demand by workman must be raised first on management and rejected by them before industrial dispute could be said to arise and exist. Making of such demand to Conciliation Officer and its communication by him to management who rejected the same was not sufficient to constitute industrial dispute.

18. Their Lordships relied on the decision of the Supreme Court reported in A.I.R. 1968 S.C. 529 equivalent to Vol. 7 S.C.L.J. 792 (Sindhu Resettlement Corporation Vs. Industrial Tribunal, Gujarat). Therein the demand on the management was only for retrenchment compensation and not to reinstatement and it was observed by their Lordships that "a mere demand to the Government without a dispute being raised by the workman with their employer, cannot become an industrial dispute". Their Lords held that reference with respect to reinstatement was incompetent.

19. In the instant case the workman has no material in her favour to justify the contention raised. Then there being no demand on the management and industrial dispute having been raised before the A.L.C. for the first time who reported failure to the Government when reference was made, that reference is invalid and incompetent.

This is my award.

S. R. SINHA, Presiding Officer.

[No. L 20012/78/75-D III(A)]

S.O. 725.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Khoodia Colliery of Messrs Coal Mines Authority Limited, Post Office Mugma, District Dhanbad and their workmen, which was received by the Central Government on the 10th February, 1977.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT (NO. 3) AT DHANBAD

Reference No. 7 of 1975

PARTIES :

Employers in relation to the management of Khoodia Colliery of M/s. C.M.A. Ltd., P.O. Mugma, (Dist. Dhanbad).

Versus

Their Workman

APPEARANCES :

On behalf of the Workmen—Shri N. Nag, President, Akhil Bhartiya Shoshit Mazdoor Sangh.

On behalf of the Employers—Shri T. P. Choudhury, advocate.

STATE : Bihar

INDUSTRY : Coal.

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947, by the Government of India, in the Ministry of Labour under Order No. L-20012/120/75/DIIA, dated nil, with respect to a dispute between Smt. Sulochana Badyakar, Loading Kamin, and the management of Khoodia Colliery of M/s. C.M.A. Ltd. now the Central Coalfields Limited. The Schedule of reference is as follows :—

SCHEDULE

"Whether the action of the management of Khoodia Colliery of M/s. C.M.A. Ltd., P.O. Mugma (Dist. Dhanbad) in striking off name from Mustar Roll of Smt. Sulochana Badyakar, Loading Kamin, with effect from 3-6-73 and refusing her to reinstate was justified. If not, to what relief she is entitled?"

2. Dispute has been raised by the Akhil Bhartiya Shoshit Mazdoor Sangh and it appears from record that by his representation dated 2-4-75 the President raised an industrial dispute against the management stating therein that the concerned workman was a loading Kamin and was sick and after recovery she approached the management with a medical certificate and requested them to allow her to resume duty which was refused. The request was for re-instatement and wages for the idle period.

3. On receipt of this representation the parties were noticed and the management took the stand that the Loading Kamin worked upto week ending 2-6-73 and thereafter absented herself without obtaining permission. As such her name was struck off from the mustar roll. There was no agreement between the parties and the conciliation ended in failure. Report was submitted to the Government and thereafter the present reference was made.

4. In the reference written statement has been filed by the Akhil Bhartiya Shoshit Mazdoor Sangh on behalf of the concerned workman stating therein that she worked till 2-6-73 when she fell ill. After recovery she reported for duties on 7-6-73 but the Manager did not allow her to join. The Manager was informed about the illness by her husband on 3-6-73 and on 7-6-73 a medical certificate was handed over to the Manager but even then nothing was done and every time when she approached him she was told that she would be allowed to join on receipt of instructions from the higher authorities.

5. It was further said that no notice was given to her nor there was any chargesheet and no order of dismissal was passed against her. Accordingly, it was said that the management was under the law bound to allow her to resume duties and to pay back wages.

6. Written statement was filed on behalf of the employers contending inter alia that the reference was incompetent, firstly, because no dispute was ever raised by the concerned workman or by any Union on her behalf and, secondly, that the sponsoring Union had no existence in Khoodia Colliery.

7. It was also said that she was employed as a Loading Kamin on 13-12-1972 and worked till 2-6-1973 whereafter she became traceless and the management after waiting for considerable time struck off her name from the muster roll. During the relevant time a very powerful Union known as K.S.S. was functioning in the Colliery but no dispute was ever raised nor any protest was ever made.

8. The case also was that after a period of about two years the management received a letter from the Conciliation Officer enclosing copy of a letter purported to have been signed by the President of the Akhil Bhartiya Shoshit Mazdoor Sangh and they were taken by surprise. Enquiry was made and they were satisfied that the concerned workman never reported for duties after 2-6-1973 nor she ever reported to the Manager at any time.

9. Regarding the two slips Ext. W-1 and Ext. W-2, alleged to have been signed by the Manager and the Attendance Clerk and produced before the Conciliation Officer, it was said that on the face of it they must be forged and fabricated.

10. Their case was that no employer was expected to wait for an indefinite period and when she became traceless her name was struck off and the reference was not at all valid and competent.

11. A rejoinder was filed by the Employers in which the points taken in written statement were reiterated. Rejoinder was also filed on behalf of the concerned workman and it was said that the management was not justified in refusing employment to Smt. Sulochana Badyakar who was entitled to reinstatement and payment of back dues.

12. Smt. Sulochana Badyakar has examined herself. She has stated that she had worked till 2-6-73 and when she wanted to go on leave on account of illness it was refused. On 7-6-73 she produced medical certificate before the Manager who signed and directed her to see Sri Satish Rawani, Clerk. She went to him for permission to resume her work which he refused. Thereafter, she approached the Manager again but he said that he was helpless. She approached the Overman but he too could not help. She has denied the suggestion that she left the job on 3-6-75.

13. In cross-examination she has stated that she had put in a representation to the Manager whose name she does not know and she cannot name the Overman. Satish Rawani was the Attendance Clerk. She said further that she did not approach the Area Manager. Regarding her illness she said that she consulted a Doctor at Uchuria who examined her and prescribed some medicines and she had gone to the hospital at Nirsa but she was refused treatment in the hospital.

14. On behalf of the management two witnesses have been examined. MW-1 Shri Jogendra Singh, Mining Sirdar and Shri D. N. Rama MW-2 the Manager of Khoodia Colliery. MW-1 has stated that he knew Smt. Sulochana Badyakar who was working as Stack Loader. He has denied that when she went away on the ground of illness and returned back he refused to allow her to resume work. He says

that he was working as Mining Sirdar since 1972. In cross-examination he was asked if he was on duty on 3rd and 4th June, 1973 and his answer was that he could not recollect it. He said that Smt. Sulochana Badyakar never came to him with a slip from the Manager. According to him the duties of the Attendance Clerk is to receive and maintain slip and he informs Sirdar that a particular workman has come on duty. This witness has proved Ext. W-1 and Ext. W-2.

15. MW-2 was the Manager for a few months in 1973 and he joined in July or August, 1973. He says that during that period neither Smt. Sulochana Badyakar nor anybody on her behalf ever reported to him that she had been stopped from work. He has further stated that when the colliery was under private owner majority of the labour was migratory. They used to leave work during the cultivation season and harvesting season and they used to report to their duties thereafter. At that time the colliery was being worked through Contract labour.

16. It is rather surprising that inspite of Ext. W-1 and Ext. W-2 the concerned workman was not allowed to resume her duties. On behalf of the management it is said that it is forged and fabricated. But MW-1 has identified the signature of the Manager as well as Attendance Clerk. There is nothing to show if the signature and endorsement have been forged. In fact it is very difficult to accept the management's contention that they are not genuine and they have been forged and fabricated for the purpose of using them in favour of the concerned workman.

17. I have already referred to the statement of MW-2 that she had never approached him for duty and that she never came to him with a slip from the Manager. This may be circumstance against the genuineness of the two slips, but I have said earlier that when they were signed by the Manager and the Attendance Clerk it is very difficult to hold that they are not genuine, notwithstanding the fact that MW-1 has denied that he was ever approached with a slip by the concerned workman.

18. But this much is apparent that since after 7-6-73 and till the filing of the representation by the Akhil Bhartiya Shoshit Mazdoor Sangh on 2-4-75 before the A.L.C. (C) no step was taken either by the workman herself or on her behalf to get her reinstated. In fact no demand was made on the management for these two years and there is nothing to indicate that it was refused.

19. Nothing is available for a possible conclusion that she was actually ill and she was treated by Doctor and thereafter she obtained a certificate from Doctor and produced it before the Manager.

20. As the evidence stands I am of opinion that for some reason or other inspite of slips Ext. W-1 and Ext. W-2 Smt. Sulochana Badyakar was not allowed to resume her duty and thereafter she kept quiet and never raised any demand on the management. It was for the first time on 2-4-75 that a representation was filed by the President, Akhil Bhartiya Shoshit Mazdoor Sangh before the A.L.C. (C), Dhanbad, sponsoring her cause. That lends support to the management's contention that during the period when the colliery was being worked by erstwhile management though contract labour majority of workmen used to leave their jobs during the cultivation and harvesting seasons and thereafter used to report and resume their duties. The period of absence of the concerned workman coincides with the period of cultivation season. It seems that under the impression that she would be allowed to resume her duties whenever she reported she went away and remained absent for about two years. Somehow or other her cause was taken up by the Akhil Bhartiya Shoshit Mazdoor Sangh which according to the management has no following and the President sponsored an industrial dispute before the A.L.C. (C), Dhanbad, when the conciliation proceeding started.

21. Having made no demand on the management and for the first time dispute having been raised during the conciliation proceeding, no industrial dispute existed and in that view of the matter the present reference is invalid. In this connection I may refer to a case reported in A.I.R. 1970 Delhi 60 (Fedders Lloyd Corporation (Pvt.) Ltd. Versus Lt.

Governor Delhi through Under Secretary (Labour) Delhi and others) in which reliance has been placed on the case of Sindhu Resettlement Corporation versus Industrial Tribunal reported in Vol. 7 S.C.L.J. 792=A.I.R. 1968 S.C. 529. After considering Section 10 and 12 of the Industrial Disputes Act, 1947, their Lordships in the first case came to the conclusion that unless a dispute had been raised before the management no industrial dispute could be said to exist if it had been raised for the first time during the proceeding before the Conciliation Officer. In their opinion making such a demand before the Conciliation Officer and its communication by him to the management is not sufficient to constitute industrial dispute. So far as the Supreme Court decision is concerned the demand on the management was made by the workmen only for retrenchment compensation but not for reinstatement. In the circumstances it was held that the reference with respect to reinstatement was invalid.

22. In the instant case what we find is that there was no demand before the management till the representation was filed before the A.L.C. (C), Dhanbad, when a conciliation proceeding started and on its failure the present reference was made. Therefore, according to the two decisions referred to above the reference is incompetent and invalid. This is my award.

[No. L 20012/120/75-D III(A)]

S. R. SINHA, Presiding Officer

3rd Feb., 1977

New Delhi, the 19th February, 1977

S.O. 726.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of East Bussaria Colliery, Post Office Kusunda, District Dhanbad and their workman, which was received by the Central Government on the 10th February, 1977.

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT NO. 3, DHANBAD

Reference No. 2 of 1975

PARTIES :

Employers in relation to the management of East Bussaria Colliery of M/s. Bharat Coking Coal Ltd., P.O. Kusunda, Dist Dhanbad.

AND

Their Workmen represented by Bihar Colliery Kamgar Union, Dhanbad.

APPEARANCES :

For Employers—Shri S. S. Mukherjee, Advocate.

For Workmen—Shri I. D. Lal, Advocate.

INDUSTRY : Coal

STATE : Bihar

AWARD

This is a reference U/s 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India, Ministry of Labour under Order No. L. 20012/91/75/DIII/A dated nil with respect to the dispute between the management of East Bussaria Colliery of M/s. Bharat Coking Coal Ltd., and Shri Ram Sunder Singh, Hazree Mazdoor of the same colliery. The schedule of the reference is as follows :—

SCHEDULE

"Whether the action of the management of East Bussaria Colliery of M/s. Bharat Coking Coal Ltd., P.O. Kusunda, Dist. Dhanbad, in refusing employment to Shri Ram Sunder Singh, Hazree Mazdoor with effect from the 29th May, 1974 is justified ? If not, to what relief is the said workman entitled ?"

2. From the record it appears that the Secretary, Bihar Colliery Kamgar Union, Dhanbad raised an industrial dispute against the management of East Bussaria Colliery and when the conciliation proceedings failed the A.L.C. (C) Dhanbad reported the matter to the Secretary, Govt. of India, New Delhi. Thereafter the above reference was made.

3. The workman has filed the written statement stating therein that since two years prior to take over the colliery by the Central Government with effect from 31-1-73, he was working in the colliery and was in employment at the time of nationalisation. On 22-5-73 he was illegally and arbitrarily stopped from work on the suspicion of being an inducted workman.

4. It is stated that under the provision of Section 14(1) of the Coal Mines (Nationalisation) Act, 1973 and also according to the Certified Standing Orders applicable to the colliery he was never informed in writing of the ground of such stoppage nor he was given any opportunity to represent his case. Therefore, principles of natural justice has been violated by the management.

5. It is further said that subsequently he made a representation to the management and along with other workmen he was also ordered to join his duties in the East Bussaria Colliery, but no individual notice was given. In his application dated 22-11-73 addressed to the Sub-Area Manager, Nichtpur. Sub-Area he represented that he was ill and under the treatment of a Doctor and therefore was unable to join his duty immediately and requested for permission to join after recovery. But when he reported on 29-5-74 for duty, he was informed by the Manager that he could not be allowed to join as he did not report for duty in time. Since thereafter he was sitting idle.

6. It was on these facts that an Industrial Dispute was raised and on the failure of conciliation proceedings a report was sent to the Central Government when the above reference was made.

7. On behalf of the Bharat Coking Coal Limited written statement has been filed stating therein that the East Bussaria Colliery is a non-coking coal mine and after nationalisation a Flying Squad from headquarter after inspection in the colliery declared a large number of workers to be inductees in May 1973 and the concerned workman's name was in the list. The Screening Committee after full enquiry found 55 of the workmen in the list to be the genuine employees of the colliery and they were notified to join their work on and from 9-11-73. 54 out of 55 workmen reported for duty but Ram Sunder Singh did not and he also did not send any information or leave application.

8. It is said that his stand in the conciliation proceeding that he had been ill at his village and sent an application for medical leave is nothing but a result of after thought. By his own indifference and latches he has forfeited his right of employment and consequently the management was justified in denying him employment on 29-5-74.

9. On 25-1-77 a memorandum of settlement along with other petition has been filed here signed by Ram Sunder Singh the concerned workman, the witnesses and two persons on behalf of the management. The terms of the settlement are as follows :—

(1) The workman Sri Ram Sunder Singh, shall be allowed to resume his duty with immediate effect as General Mazdoor at Bussaria Colliery without any back wages.

(2) He shall be deemed to be in continuous service for the purpose of gratuity from 30-1-1973. The period of idleness shall be treated as 'Dies-non'.

(3) This is in full and final settlement of the workman's claim and the dispute pending before the Presiding Officer, Central Govt. Industrial Tribunal No. 3, Dhanbad in Reference No. 2 of 1975.

10. There is joint petition on behalf of the parties with a prayer to pass an award in terms of the above settlement.

11. The concerned workman has examined himself and has stated that he has entered into a compromise with M/s. Bharat Coking Coal Limited and the later is now prepared to allow him to join his duties. He has said further that an award may be given incorporating the terms of the compromise.

12. As the position stands I find that the demand of the workman has been conceded by the management to the extent that he shall be deemed to be in continuous service for the purpose of gratuity from 30-1-1973 and the period of idleness shall be treated as 'dies-non' and he shall be allowed to resume his duties with immediate effect as General Mazdoor at Bussaria Colliery without any back wages. As the prayer is to pass an award in terms of the compromise, this reference is disposed of accordingly. The terms of the settlement will form part of the award as Annexure 'A' enclosed.

[No. L-20012/91/75-D. III(A)]

S. R. SINHA, Presiding Officer

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. III, DHANBAD

In Ref. No. 2 of 1975

Employers in relation to Fast Bassuriya Colliery.

AND

Their Workman

Joint petition for passing award in terms of settlement between the parties.

The petitioners, on behalf of the employers and workman most respectfully beg to file a compromise settlement in full and final settlement of the dispute under reference.

The Hon'ble Tribunal may be pleased to pass an award in terms of above settlement, the signed copies of which are enclosed.

And for this the humble petitioners shall ever pray.

Sd/- (Ram Sunder Singh)

25-1-77

For workman

Sd. Illegible

2-1-77

For B.C.C.Ltd.

ANNEXURE 'A'

MEMORANDUM OF SETTLEMENT

On behalf of Management :

1. Shri A. P. Sinha, Area personnel Manager, BCCL, Area No. VI.

2. Ssi B. N. Jha, Asstt. personnel Manager, Area No. 6.

On behalf of Workman :

1. Sri Ram Sunder Singh (workman).

SHORT RECITAL OF THE CASE

Reference No 2 of 1975 is pending in Tribunal No. 3, Dhanbad hearing of which has been fixed on 25-1-1977. This reference is in relation to the alleged wrongful refusal of the management to allow Sri Ram Sunder Singh, Hazree Mazdoor, East Basuria Colliery, to join his duty with effect from 29-5-1974. During the pendency of the matter before the Tribunal, the workman concerned approached the management for the settlement of the dispute. After due consideration it has been agreed to settle the above mentioned dispute on the following terms and conditions :—

1. The workman Sri Ram Sunder Singh, shall be allowed to resume his duty with immediate effect as General Mazdoor at Bussaria Colliery without any back wages.
2. He shall be deemed to be in continuous service for the purpose of gratuity from 30-1-1973. The period of idleness shall be treated as 'Dies-non'.
3. This is in full and final settlement of the workman's claim and the dispute pending before the Presiding Officer, Central Govt. Industrial Tribunal No. 3, Dhanbad, in Reference No. 2 of 1975.

4. It is agreed to file a copy of the settlement before the Presiding Officer, Central Govt. Industrial Tribunal No. 3, Dhanbad, in final settlement of the above reference who may be requested to give an award accordingly in view of the above settlement.

1. (A. P. Sinha)

(Ram Sunder Singh)

2. (B. N. Jha)

Witnesses :

1. Kamta Prasad Singh (Brother of Sri Ram Sunder Singh) Tetulmari Colliery.

2. R. H. Sinha, Office Supdt., Area No. VI Office. Kusunda, the 24th January, 1977.

[No. L-20012/91/75-D. II(A)]

S. R. SINHA, Presiding Officer

S.O. 727.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Dobari Colliery of Messrs Bharat Coking Coal Limited, Post Office Jharia, District Dhanbad and their workman, which was received by the Central Government on the 10th February, 1977.

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 24 of 1976

PARTIES :

Employers in relation to the management of Dobari Colliery of M/s. B.C.C. Limited, P.O. Jharia, Dist. Dhanbad.

AND

Their workmen.

APPEARANCES

For Employers—Shri B. Joshi, Advocate.

For Workman—Shri S. Bose, Secretary of the Union.

INDUSTRY : Coal.

STATE : Bihar

AWARD

This is a reference U/S 10(1)(d) of the Industrial Disputes Act, 1947 by the Govt. of India in the Ministry of Labour by Order No. L-20012/16/76-DIIA dated 10-5-1976. The dispute is between Shri Dasrath Harijan admittedly a workman in Dobari Colliery of M/s. Bharat Coking Coal Ltd. and the management. The schedule of reference is as follows :

SCHEDULE

"Whether the action of the management of Dobari Colliery of M/s. Bharat Coking Coal Limited, P.O. Jharia, Dist. Dhanbad in refusing to allow Shri Dasrath Harijan to work as Propeller Mazdoor with effect from 13-10-75 is justified? If not to what relief is the said workman entitled?"

2. The Rashtriya Colliery Mazdoor Sangh, Jharia, Dist. Dhanbad, raised a dispute before the A.L.C.(C) Dhanbad and conciliation proceeding started. The demand of the union was to regularise immediately Sri Dasrath Harijan as Prop Mazdoor as he had continuously worked for 15 months in that capacity. Notice was given to the management and their stand was that his substantive appointment was that of a miner and was allowed to work as Prop Mazdoor intermittently when vacancy was available and it was on compassionate ground as he had requested for change on account of ill health.

3. As settlement could not be arrived at during the conciliation proceeding, a failure report was submitted and thereafter the present reference was made.

4. In their written statement the case of the management was that since the date of his appointment i.e. 23-1-73 Sri Dasrath Harijan was working as a miner and it was in 1974 that he approached them for some alternative job on account of his ill health and the management out of generosity arranged to provide him with some alternative job from time to time when available. Sometimes he worked as Prop Mazdoor, sometimes as Trimmer and also as general mazdoor according to the availability of the job and when no such job was available he worked as a miner. He had never worked as Prop Mazdoor in a permanent post continuously for any length of time and he could not have been allowed to work as a Prop Mazdoor for an indefinite period. It is further said that he had no such right as to be a permanent Prop Mazdoor and was liable to be transferred to some other suitable job in the same category according to the provisions in the Standing Order due to exigencies of business.

5. It was also said that Hard Coke Oven was closed in October 1975 and a large number of time-rated workers had become surplus and they had to be provided with alternative time-rated jobs. As a result of the same he could not be provided with the job of a Prop Mazdoor and since 13-10-75 he was continuously working as a miner at his substantive post.

6. Their case was that he had not suffered any loss in any manner because of working as a miner and the management had the inherent discretionary power to deploy manpower as considered necessary which was according to the provisions of the Standing Order. The management had acted in complete bonafide and there had been no element of unfair labour practice.

7. Accordingly, it was said that the concerned workman was not entitled to any relief whatsoever.

8. On behalf of the workman it was said in the written statement that he was a permanent workman of Dobari Colliery and was engaged to work in the capacity of Prop Mazdoor with effect from 6-7-74 in a permanent post but his pay scales was not regularised till October 1975 though he was continuing in the permanent post of a Prop Mazdoor.

9. It was also said that the workman himself as well as the union on behalf of the workman had made several representations to the management to regularise him as a Prop Mazdoor but nothing was done, on the contrary the management was annoyed and suddenly and without assigning any reason whatsoever stopped the workman from his permanent duties of a Prop Mazdoor with effect from 13-10-75.

10. Thereafter, again representation was made to the management and when it was refused, Industrial Dispute was raised before the A.L.C.(C) Dhanbad, but the conciliation proceeding failed.

11. Case was that the concerned workman having worked for a sufficiently long time in the same post of Prop Mazdoor in a permanent vacancy, ought to have been declared as such and duly regularised. The refusal is an unfair labour practice and the management was guilty of the same.

12. It was also said that the job of a Prop Mazdoor was a specialised job and the management by refusing to regularise him in that post had in effect stopped his future promotion. Accordingly it was said that he was entitled to be regularised in the post of Prop Mazdoor.

13. As rejoinder was filed on behalf of the workman to the written statement of the management and besides repeating what had been said in the written statement it was also contended that the workman had worked as minor for a very limited period and that could not be described as his substantive job, on the contrary, by virtue of the length of service he could be described only as Prop Mazdoor.

14. Regarding the closure of the Hard Coke Oven it was said that he was not a workman in that oven and if workmen of that Coke Oven had been displaced he could not be made

to suffer on that account and could not be stopped from his own employment to make room for others.

15. On behalf of the management Sri S. R. Sinha, Manager of Dobari Colliery has been examined as MW-1. Through him a statement showing the days of working of the concerned workman for the period from 1-7-74 to 26-9-75 Ext. M-1 has been filed and exhibited. This was objected to by Sri S. Bose representing the workman. He has stated that Ext. M-1 has been prepared on the basis of attendance register, wage sheet, bonus register etc. and all those papers have been produced and marked as Exts. The wage sheets of relevant period have been marked Exts. M-4 to M-9. The bonus registers have been marked Exts. M-2 & M-3.

16. The witness has said that the concerned workman is a miner and that his substantive job. He has further said that the earning of a miner is much more than that of a Prop Mazdoor. In July 1974 he was ill and approached him to give him a light job and therefore he was allowed to work as Prop Mazdoor although it carried less wages. It was done on compassionate ground. He allowed him to work as Prop Mazdoor intermittently as mentioned in Ext. M-1.

17. Speaking about the Hard Coke Oven he has said that in August 1975 it was closed and to provide alternative employment to 60 workmen who were rendered idle, there was settlement, Ext. M-10 with Bihar Colliery Kamgar Union. According to him before the settlement was arrived at the concerned workman had regained his health and then was put to his substantive job where he was still working as such.

18. He has denied that there was any malafide on the part of the management when after working intermittently as Prop Mazdoor on ground of health, subsequently he was put to his original job when he had regained his health. He says further that at present there is no scope to put him in the category of Prop Mazdoor.

19. He has been cross-examined by Mr. Bose and he has stated that when he put him to his substantive job he did not direct him to produce the medical certificate, rather he considered him fit and therefore put him to his original job and he found that he had carried his workload and had done good work. He admits that no notice was given to him when he put him in the job of Prop Helper or when he was put to his original job. He has denied the suggestion that the settlement is a fabricated document and that the wage sheets, bonus registers were not produced earlier in order that the concerned workman might not get opportunity to scrutinise them. He says that there is a Model Standing Order and admits that a Prop Mazdoor if he is young and energetic can learn the work of Prop Mistry during the course of years and may get chance to work as Mistry provided there is a vacancy and he has sufficient experience.

20. So far as Ext. M-10 is concerned it does not relate to the concerned workman and it has not been filed to bind him. It was with respect to the workmen in the Coke Oven Plant meaning thereby that it related to only those workmen who were there and therefore it cannot be effective against the concerned workman. The purpose for filing here in this case is that on account of the closing of the Coke Oven Plant, the management had to find out alternative jobs for the workmen who had been rendered idle and jobs of the same category which were available were given to those idle workmen and thereafter there was no vacancy where the concerned workman could have been accommodated as a Prop Mazdoor. The main purpose is to show that there had been no unfair labour practice and that allegation of the union is unfounded. In my opinion, there is good deal of substance in this contention.

21. So far as the bonus registers and pay sheets are concerned the concerned workman has put his L.T.I. on them and therefore it cannot be said that they were purposely suppressed and produced in Court at the time of hearing so that he might not get opportunity to look to them. As regards Ext. M-1 it having been prepared on the basis of those registers, objection raised on behalf of the workman is not at all tenable and it cannot be said that it is a fabricated document and no reliance should be placed on it.

22. If we refer to Ext. M-1 we will find that Sri Dasrath Harijan worked as Prop Helper intermittently from 22-7-74 to 7-9-74, from 28-10-74 to 31-12-74, from 4-8-75 to 23-8-75 and from 21-9-75 to 26-9-75, the total working days being 119. From the statement it appears that from 1-1-75 to 28-6-75 he worked as Prop Mazdoor as well as general mazdoor, the total working days being 179. Total of the two comes 298. The total working days from 1-7-74 to 26-9-75 is 379, out of which he worked as Prop Helper for 298 days only which would come to about 10 months. It is therefore not correct to say that he worked continuously for 15 months as Prop Mazdoor. On the contrary the position is that he worked intermittently as Prop Mazdoor and the total period would come to about 10 months only. That supports the contention of the management that it was out of sheer compassion that he was allowed to work as Prop Mazdoor, a light job, on account of his ill health. The fact that he was allowed to work intermittently cannot, in my opinion, confer on him the right to claim that he be regularised as a Prop Mazdoor. No notice was given to him for his change of employment as he was not given the job of Prop Mazdoor by way of promotion or anything of that sort. It is true that he was not asked to produce any medical certificate but in the circumstances I do not think it was necessary when he was being posted to his substantive job from a job which was given to him on compassionate ground. It may be noted that he was appointed a miner initially and it is not correct to say that this post is not his substantive job. Besides, it is in evidence that he was drawing more wages as a miner than as a Prop Mazdoor. Therefore, there was no pecuniary loss to him.

23. It has been submitted on his behalf that if he had been allowed to work as Prop Mazdoor in course of time he would have been promoted as Prop Mistry and that position has not been denied by MW-1. Question arises whether in the circumstances of the case this plea is available to the concerned workman. If he was allowed to work only intermittently whenever vacancy was available, it cannot be said on his behalf that if he had worked as Prop Mazdoor for a sufficient length of time he could have earned his promotion as Prop Mistry and if he has been refused to work as Prop Mazdoor it had been unfair labour practice.

24. According to the Model Standing Order a permanent workman is one who is appointed for an unlimited period or who has satisfactorily put in 3 months continuous service in a permanent post as a probationer. In the instant case the concerned workman was not appointed for an unlimited period as Prop Mazdoor and even if he had put in 3 months continuous service in that post certainly he was not a probationer.

25. According to paragraph 14 (b) of the Model Standing Order subject to the provisions of Industrial Disputes Act, 1947 no notice of termination of employment is necessary in the case of temporary and badli workman. The utmost that can be said in favour of the workman is that he was a temporary hand working as a Prop Mazdoor. Therefore no notice was necessary.

26. In paragraph 17 of the Model Standing Order it is said that all workmen are liable to be transferred in the exigencies of work from one department to another or from one station to another or from one coal mine to another under the same ownership provided that by reasons of such transfers the wages and other conditions of service are not altered to his disadvantage and provided further that reasonable notice is given of such transfers. In the instant case the concerned workman has been posted to his substantive job and therefore it cannot be said to be a transfer. But even if it to be presumed in his favour, after the closure of the Coke Oven Plant in the exigencies of service he was sent back to his substantive job which did not affect his wages and other conditions of service.

27. Therefore, even according to the Model Standing Order the workman concerned cannot have any grievance on any score and he being allowed to work intermittently as Prop Mazdoor when there was no vacancy available and he was transferred to his substantive job, it cannot be said that the management had acted in a mala fide manner and has affected him adversely.

28. A point of law has been raised on behalf of the management relying on a case Fedders Lloyd Corporation (P) Ltd., Petitioner Vs. Lt. Governor Delhi through Under Secretary (Labour) Delhi and others, respondents reported in A.I.R 1970 Delhi 60 wherein reliance has been placed on the case of Sindhu Resettlement Corporation Ltd., and Industrial Tribunal of Gujarat and others reported in Vol. 7, S.C.L.J. 792. Argument is that the workman having failed to make demand on the employer and having raised a dispute for the first time before the Asstt. Labour Commissioner, in the eye of law there was no industrial dispute which could have been referred to by the Central Government to this Tribunal for adjudication.

29. U/s 10(1) of the Industrial Disputes Act, 1947 the appropriate Government is empowered to make reference if it is of the opinion that an industrial dispute either exists or is apprehended. The present reference is of a existing industrial dispute. Question is whether an industrial dispute existed before it was referred to this Tribunal. Section 2(k) of the Act defining an 'Industrial dispute' refers to a dispute or difference. In the Delhi case their Lordships have observed that "this means that one party asserts something, which is denied by the other or that the demand of one party is refused by the other". U/s 10(1) of the Act the appropriate Govt. by an order in writing, if it is of the opinion that any industrial dispute exists or is apprehended it may refer the dispute to certain bodies and under Clause (c) it may refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, if it relate to any matter specified in the Second Schedule, to a Labour Court for adjudication and under Clause (d) it may refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a Tribunal for adjudication. Section 12 of the Act which deals with the duties of the Conciliation Officer presupposes that an industrial dispute exists or is apprehended and only then such an Officer can deal with that matter. Their Lordships have observed that "it does not contemplate that an industrial dispute can arise for the first time during the proceedings before the Conciliation Officer".

30. In the Delhi case a point was taken that because the workman had no demand of workman on the management which was rejected by them, it could not be said that an industrial dispute arose and existed. Their Lordships considered this point and referred to the relevant provisions of the Act and came to the conclusion referred to above. In their opinion, when the parties were unable to settle the dispute between themselves it is then only that an application is made under Sub-Section (2) of Section 10 of the Act for reference of the dispute to an authority under the Act by the appropriate Government. Referring to Rule 3(e) of the rules their Lordships have observed that "according to it the contents of such an application are to include the efforts made by the parties themselves to adjust the dispute and this would also show that a dispute existed between the parties before an approach was made to the appropriate Government for reference of the dispute to adjudication. Their Lordships referred to the application made by Respondent No. 3 of that case which was Annexure 'D' of the Writ Petition and came to the conclusion that the particulars of the dispute given in accordance with the requirements of Rule 3 were significantly silent about any demand made by Respondent No. 3 against the Petitioner Company.

31. In the instant case there is nothing on record to show that any demand was made upon the management which was rejected and then conciliation proceeding started which failed and failure report was submitted thereafter when the reference was made. It straightway indicates that conciliation proceeding started at the request of the union where industrial dispute was raised and then the management was noticed and they participated in the conciliation which failed. Therefore, making of such demand to Conciliation Officer and its communication by him to management who rejected the same is not sufficient to constitute industrial dispute.

32. In the Sindhu Resettlement Corporation Limited the employees concerned had confined their demand to the management to retrenchment compensation only and did not make any demand for reinstatement. The reference was, however, made not only with respect to the retrenchment compensation but also to reinstatement and it was held that

if no dispute at all was raised by the employees concerned with the management with regard to reinstatement, then the Government would have made reference relating to payment of retrenchment compensation which was the only subject matter of dispute between the management and the employees concerned and reference with respect to reinstatement was incompetent.

33. In the instant case as I have said above there being no material on record to show except the averment made in the written statement filed on behalf of the workman that a demand was made on the management which was refused, in the eye of law no industrial dispute existed when the Conciliation Officer took up the matter and in that circumstances reference by the Government to this Tribunal is incompetent and invalid.

This is my award.

S. R. SINHA, Presiding Officer.

2nd Feb. 1977.

[No. L-20012/16/76-DIII(A)]

S. H. S. IYER, Desk Officer.

New Delhi, the 9th February, 1977

S.O. 728.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal cum-Labour Court, Jabalpur, in the industrial dispute between the employers in relations to the management of North Chirimiri Colliery of Coal Mines Authority Ltd. P.O. Chirimiri, Distt. Surguja (M.P.) and their workmen, which was received by the Central Government on the 9th February, 1977.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(34) of 1974

PARTIES :

Employers in relation to the management of North Chirimiri Colliery of Coal Mines Authority Limited, Post Office Chirimiri, District Surguja (Madhya Pradesh) and their workmen represented through the Azad Koyala Sharmik Sabha, Jhagrakhand Colliery, P.O. Jhagrakhand, Distt. Surguja (M.P.)

APPEARANCES :

For workmen.—Shri S. D. Mukherji, Advocate.

For management.—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mine DISTRICT : Surguja (M.P.)

Dated January 25, 1977

AWARD

This is a reference made by the Government of India in the Ministry of Labour vide its order No. L-22012/11/74-LR11 Dated 9th December, 1974 for the adjudication of the following industrial dispute :—

"Whether the action of the management of North Chirimiri Colliery of Coal Mines Authority Limited, Post Office Chirimiri, District Surguja (Madhya Pradesh), in stopping the following Wagon Loaders from work with effect from the 11th March, 1973, is justified? If not to what relief are the concerned workmen entitled?

Workmen :

1. Shri Gurunath, S/o Narayan, Wagon Loader
2. Shri Uchabo, S/o Punia Wagon Loader
3. Shri Trinath, S/o Dutio Wagon Loader
4. Shri Uchoa, S/o Hannu Wagon Loader
5. Shri Babulal, S/o Agadhm Wagon Loader
6. Shri Kaibal, S/o Krishna Wagon Loader
7. Shri Jhuria, S/o Jutia Wagon Loader
8. Shri Bhaskar, S/o Murli Wagon Loader

2. Parties have settled the dispute and the terms of settlement have been verified according to which Shri Uchoa S/o Hannu has been given employment in West Chirimiri Colliery. The rest of the workmen concerned shall be reinstated as Loaders in Chirimiri area within 10 days of the publication of the award. However, none of the workmen shall be entitled to the back wages. The management shall pay Rs. 750/- as costs to the Union representing the workmen. The settlement being fair and reasonable and in the interest of the industrial peace the award is given in terms of the aforesaid settlement.

S. N. JOHRI, Presiding Officer.

25 January, 1977.

[No. L-22012/11/74-LR11]

S.O. 729.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal cum-Labour Court No. 3 Dhanbad, in the industrial dispute between the employers in relations to the management of Karanjia and Mahuldia White Clay Mines of Messrs Harkarandas Mangilall, P.O. Karanjia Distt. Singhbhum and their workmen, which was received by the Central Government on the 9-2-77.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT (NO. 3) AT DHANBAD

Reference No. 4 of 1974

PARTIES :

Employers in relation to the management of Karanjia and Mahulia White Clay Mines of Messrs Harkarandas Mangilall, P.O. Karanjia, District Singhbhum.

AND

Their Workmen

APPEARANCES :

On behalf of the Employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the Workmen.—Shri Mukund Ram Tanti, Deputy President, Singhbhum Sada Mitti Khan Avam Sambandhit Udyog Mazdoor Sangh.

STATE : Bihar

INDUSTRY : China Clay Mines

Dated, Dhanbad, the 27th January, 1977

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Central Government in the Ministry of Labour, under order No. L-29011/71/73-LR.IV, dated the 24th August, 1974. The dispute is between the employers in relation to the management of Karanjia and Mahuldia White Clay Mines of Messrs Harkarandas Mangilall, Post Office Karanjia, District Singhbhum and their workmen. The schedule of the reference is as follows :—

SCHEDULE

Keeping in view the steep rise in All India Average Consumers Price Index number whether the Sada Mitti Khan Avam Sambandhit Udyog Mazdoor Sangh is justified in demanding an increment in wage rates of Baggers, tailors, unskilled Mazdoor and Blacksmiths employed at Karanjia and Mahuldia White Clay Mines of Messrs Harkarandas Mangilall, Post Office Karanjia, District Singhbhum? If so, to what relief are the workmen concerned entitled?

2. The reference was made when a failure report was submitted by the Assistant Labour Commissioner (Central), Chaibasa to the Secretary to the Government of India in the Ministry of Labour, Employment and Rehabilitation (Deptt. of Labour and Employment), New Delhi.

3. The dispute was raised by the Deputy President, Singhbhum Sada Mitti Khan Avam Sambandhit Udyog Mazdoor Sangh, Strike notice was given on the 5th December, 1973 on the Manager of the Karanjia White Clay Mines of M/s.

Karkarandas Manglall threatening to go on strike from 22-12-1973 for three points charter of demands, viz, (1) proceeding against Shri Rajendra Prasad Agarwalla, Agent for alleged unfair labour practice, (2) Grant of Annual Increment to all categories of workers and, (3) Payment of Gratuity to Marbodh Khitla, Lamba, Radhika and Nega, ex-employees.

4. Conciliation proceedings proceeded ex-parte as the management's representative did not attend and accordingly that ended in failure. I say mention that the establishment is a private sector employing 358 workers and the union is not affiliated to any Central Trade Union Organisation. This we get from the failure report of the Assistant Labour Commissioner (Central) Chaibasa.

5. The schedule of reference indicate that the demand is or an increase in wage rates of Baggers, tailors, unskilled Mazdoor and Blacksmith employed in the above mine.

6. A compromise as it appears from the record was arrived at by the parties and a compromise petition was filed on 21-10-1974 when the partner-in-charge of M/s. Karkarandas Manglall committed to increase the wages of the employees the minimum of which would not be less than Rs. 3 per day. It further appears that there was earlier settlement with another union and this settlement was arrived at between the employers and their workmen represented by Deputy President, Singhbhum Sada Mitti Khan Avom Sambandhit Udyog Mazdoor Sangh.

7. At the time of hearing of the reference on 21-1-1977 the Deputy President, Singhbhum Sada Mitti Khan Avom Sambandhit Udyog Mazdoor Sangh submitted and also filed a petition that the employer had fixed the minimum wages of different categories of workmen, Rs. 5.80 p for unskilled employees, Rs. 7.25 p. for semi-skilled employees and Rs. 8.70 p. for skilled employees and for clerical staff which was much more than the amount arrived at in a settlement and accordingly his prayer was to give an award in the same terms and to dispose of the reference. It appears that the employees involved in the reference are getting that the above rates according to their categories which means that their demand for increase in the wage rates was justified and the same had been accepted by the management.

8. Keeping in view the steep rise in All India Average Consumers Price Index the demand by Singhbhum Sada Mitti Khar Avom Sambandhit Udyog Mazdoor Sangh for increment in the wage rates Baggers, tailors, unskilled Mazdoor and Blacksmith employed at Karanjia and Mahuldia White Clay Mines of Messrs Karkarandas Manglall, Post Office Karanjia, District Singhbhum, is justified and the concerned workmen are entitled to the wages which have been implemented by the management. The reference is answered accordingly. Let a copy of the Award be sent to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

S. R. SINHA, Presiding Officer

27th January, 1977.

[No. L-29011/71/73-LRIV]

New Delhi, the 17th February, 1977

S.O. 730.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Andhra Pradesh in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Ltd., Bellampalli Divisions, P. O. Bellampalli Adilabad District Andhra Pradesh and their workmen, which was received by the Central Government on the 9th February, 1977.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

**Industrial Dispute No. 41 of 1975
BETWEEN**

Workmen of Singareni Collieries Company Limited, Bellampalli Division II, (PO) Bellampalli, Adilabad District.

AND

The Management of Singareni Collieries Company Limited, Bellampalli Division (PO) Bellampalli, Adilabad District.

APPEARANCES :

Sri A. Lakshmana Rao.—Advocate for Workmen.
Sri D. Gopal Rao.—Advocate for Management.

AWARD

The Government of India, Ministry of Labour, New Delhi, through Order No. L-21011/13/75.D.O. 11f(B) dated 22-9-1975 referred under Section 10(1)(d) of the Industrial Disputes Act, 1947 the following dispute existing between the Employers in relation to the Management, Singareni Collieries Company Limited, Bellampalli Division II, Post Office Bellampalli, Adilabad District, Andhra Pradesh and their Workmen to this Tribunal for adjudication :—

"Having regard to the provision of para 10 of Chapter XVIII of the Recommendations of the Wage Board for the Coal Mining Industry, whether the Management of Messrs Singareni Collieries Company Limited, Bellampalli Division II is justified in asking Sri Neelam Posham to work as Lineman ? If not, to what relief is the said workman entitled ?"

2. The reference was registered as Industrial Dispute No. 41 of 1975 and notices were ordered to be issued to both the parties.

3. On behalf of the Workmen a claim statement was filed contending as follows :—Sri Neelam Posham who is the workman concerned in this dispute has been working as Lineman Muccadam for the past 15 years till 2-12-1974 supervising the work of 20 to 25 Linemen. When the work of plate laying at Somagudam 1 Incline suffered, the workman was transferred to that place from Morgan's Pit in 1967. From 1967 till 2-12-1974 he was performing the duties of Linemen Muccadam continuously in Somagudam No. 1 Incline. In all other Pits in Bellampalli Colliery there are Linemen Muccadams. The Management has been pressing the workman concerned to carry rails etc., which amounts to discrimination as the Linemen Muccadams in the other Pits are not asked to do such work but only to supervise and extract the plate laying work from the Linemen. Chapter XVIII, Part I, Item No. 10 of the Wage Board Recommendations lays down that there will be no change in the service conditions of the workers while implementing the recommendations. It is, therefore, clear that the Management has changed the service conditions of the workman concerned and intends to harass and victimise him. The workman was stopped from the duties of Linemen Muccadam from 3-12-1974 to 7-12-1974. The authorities concerned extracted the work of Linemen Muccadam from the workman from 8-12-1974 to 20-3-1975 and stopped him from duty with effect from 21-3-1975. It is therefore requested that an award might be passed directing the Management to allow the workman concerned to do the work of a Linemen Muccadam and to grant wages for the period he was illegally stopped from performing the normal duties of Linemen Muccadam till he is allowed to do the said duties.

4. On behalf of the Management a counter was filed contending as follows :—The workman Sri Neelam Posham was appointed as Plate Layer in 1972 and was performing all the duties connected with the category of Linemen. It is denied that he was working in a supervisory capacity extracting the work from other Linemen and that he was performing the duties of Muccadam till 2-12-1974. He was transferred from Morgan's Pit to Somagudem No. 1 Incline on 1-6-1964 and the designation was Plate Laying Muccadam Category V. With the implementation of the Wage Board Recommendations from 15-8-1967 all Plate Layers and Muccadams were designated as Linemen and since then it was a team-work done by the gang of Linemen. It is denied that there are Linemen Muccadams in the other Pits of Bellampalli Collieries. The day to day instructions given by the Management regarding the method and manner of the work pertaining to Linemen are only fair. Considerations of discrimination etc., do not arise as it is team-work done by a gang of workers who are assigned duties from time to

time. The recommendations of the Wage Board are to the effect that all existing higher and better rates of wages, allowances and emoluments and other service conditions, facilities and amenities which are more favourable than those recommended shall be protected. The protection contemplated was in respect of wages and emoluments and the expression "service conditions" does not relate to the method and manner of work schedules laid down by the Management in the day to day working of the Mine. Allegations of harassment and victimisation are denied. Sri Neelam Posham did not go down the mine to perform his duties on 3-12-1974. 4-12-1974 was a pay day. He was paid for working from 5th to 7th December, 1974. On the dates when he worked underground between 8-12-1974 and 20-3-1975 he was paid wages. From 21-3-1975 to 9-4-1975 and from 11-4-1975 to 13-5-1975 Sri Neelam Posham did not go down the mine and hence he was not paid wages. He volunteered to carry out the instructions to Linemen in a team-work from 14-5-1975 along with the other workmen and he was accordingly paid his wages. There is no such designation as Linemen Muccadam. In paragraph 5 of Chapter XI of the Wage Board Recommendations the specific agreement in respect of Line Mazdoors and Line Mistries was recorded. Line Mazdoors were designated as Plate Laying Mazdoors by the Management in accordance with the practice then obtaining. It was decided at the meeting held on 12-2-1966 by the Sub-Committee of the Wage Board that Plate Laying Mazdoors and Plate Laying Muccadams should in future be designated as Linemen. Plate Laying Muccadams were placed in new Category IV. It was agreed that consequent upon this arrangement the Linemen would continue to undertake all the duties performed by them and that the Management would be free to introduce the same pattern of work as in Bengal and Bihar in future. It was agreed under Item 3 of the Settlement dated 18-9-1975 effected under Section 12(3) of the Industrial Disputes Act, 1947 that all Linemen in Category III should be placed in Category IV with effect from 1-9-1975, on the understanding that it was team-work and that there should be no designation of Muccadams or Head Linemen. As per the designation and job description, Line Maistry is a manual worker who lays and maintains tracks, generally 2'-0" gauge, on which the tubs or mine cars run. The weight of the rails varies from 30 lbs. to 50 lbs. per yard of rail. The Management while implementing the Wage Board Recommendations from 15-8-1967 sent a Circular dated 13-10-1967 to the effect that all Plate Laying Muccadams would in future be designated as Linemen. The method and manner of work cannot be left to the workmen and it is the prerogative of the Management. Any workman choosing not to follow those orders of the Management would forfeit wages. Hence the reference is liable to be rejected.

5. Sri Neelam Posham who is concerned in this dispute was examined as W.W.1 and he is the only witness examined on behalf of the workmen. On behalf of the Management two witnesses were examined. M.W. 1 is the Overman in Somagudem Mine Incline No. 1 and M.W.2 is the Colliery Manager in Somagudem Incline No. 1, Bellampalli. No exhibits were marked on either side. But reference was made only to the Wage Board Recommendations etc., in the course of the arguments.

6. W.W. 1 joined service of the Company about 20 or 25 years back. After he had worked as Linemen for five years he is alleged to have been promoted as Muccadam and placed in Category VI. Later on he was given Category V. On the implementation of Wage Board Recommendations in 1967 he was placed in Category IV. From 1963 he has been working in Somagudem Incline No. 1, where he was transferred from Morgan's pit. He states that he is the only Muccadam in Somagudem Mine and that there are about 30 Linemen in that Mine. There are 12 more Mines in Bellampalli Division in addition to Somagudem Mine. W. W. 1 states that in all the other Mines there are Linemen Muccadams and that for every Mine there are two Muccadams. According to him the work of a Muccadam consists of preparing the list of all materials at 4.00 p.m. and distributing the materials and the work to the Linemen on the following day at 7.00 a.m. W.W. 1's duty hours are from 7.00 a.m. to 3.00 p.m. During his duty hours he is expected to supervise the Linemen and he says

that he has to report to the Overman at 3.00 p.m. about the work done by the Linemen. The Linemen lay the lines for the transport of coal in tubs. If there is a breakdown it is the W.W. 1's duty to attend to it. It is in W.W. 1's evidence that in December 1974 he was asked by the Management to do the work of a Linemen and that as he refused to do so, he was sent home and was not permitted to report for duty. Pending conciliation he was permitted to do the work of a Muccadam. He denies that in all the Mines there is no post of Muccadam at present. He does not know whether, consequent on the implementation of the Wage Board Recommendations, the designation of Muccadam was abolished and whether that post was designated as Linemen. He also denies that at the time of the implementation of the Wage Board Recommendations he was doing the work of a Linemen and not that of a Muccadam.

7. M.W. 1's evidence is that prior to 1967 when the Wage Board Recommendations were implemented W.W. 1 was a Plate Laying Muccadam and that according to the Wage Board Recommendations the post of Muccadam ceased to exist and that all Muccadams were made Linemen. He also states that Muccadams and Linemen were placed in Category IV and that there is no difference in their wages however admits that prior to the implementation of the Wage Board Recommendations Muccadams were doing supervisory work. He however adds that W.W. 1 was not working in any supervisory capacity. He denies that for the first time W.W. 1 was asked to do the work of a Linemen only in December 1974. M.W. 1 admits that previously the Management used to send W.W. 1 in a team as he had knowledge of the job and that he was therefore working in a supervisory capacity. After the abolition of the post of Muccadam the work of the Linemen is supervised by the Mining Sirdar (Overman).

8. M.W. 2 states that W.W. 1 was transferred to Somagudem Incline No. 1 on 27-1-1963 as Plate Laying Muccadam (Category IV) and that he was a manual worker extending the tract and maintaining it. It is in M.W. 2's evidence that in 1964 two other mazdoors were promoted as Plate Layers in Category III and that these two persons along with W.W. 1 were doing the job of Plate Laying. He also states that persons belonging to categories III and IV do the same type of work and the Muccadams in Categories V and VII do the same job. M.W. 2 further states that consequent on the implementation of the Wage Board Recommendations the designation of Plate Layers and Muccadam was changed as Linemen and that the nature of the job consequent on the change in the designation was the same. He further states that W.W. 1's duties were not supervisory in nature and that he has to work along with other plate layers in a team and that supervisory work is done by the Sirdar (Overman). M.W. 2 admits that prior to 1967 there was one Linemen Muccadam and that his designation was Plate Laying Muccadam. He also states that the work is distributed among the Linemen or Plate Layers by the Overman.

9. From the facts spoken to by the witnesses it is clear that in 1963 when W.W. 1 was transferred from Morgan's Pit to Somagudem Incline No. 1 he was only a Plate Laying Muccadam in Category IV (old). Consequent on the implementation of the Wage Board Recommendations the post of Muccadam was totally abolished and those who were previously working as Muccadams were redesignated as Linemen. The Linemen and the previous Muccadams were placed in Category IV (new). Item 217 of the Occupational Nomenclatures and Job Descriptions relates to Linemen. The nature of his work is given as follows:—

"A manual worker who lays and maintains track, generally 2'-0" gauge on which the tubs or mine cars run. The weight of the rails varies but 24 lbs. per yard of rail is the commonest weight. The sleepers used are generally designated as "rough tramline". For diesel locomotive haulage heavier track and sleepers are generally used than for rope haulage tracks (see 51)."

Item 51 of the Occupational Nomenclatures and Job Descriptions relates to Line Mazdoor and the nature of his work is as follows:—

"A workman who assists the line mistry in laying track both on the surface and underground. The weight of rail used in collieries varies from 50 lbs. per yard length to as little as 18 lbs. per yard length (see Nos. 1 and 217).

Item No. 1 of the Occupational Nomenclatures and Job Descriptions relates to 'Track/Road Way Cleaning and Packing Mazdoor and he is expected to remove stones, fallen coal etc., from the road ways or tram tracks and pack the line with ash etc. Plate laying mazdoors are the same as Line Mazdoors and Plate Laying Muccadams are the same as Linemen. Plate laying mazdoors or Line Mazdoors are in Category III whereas Plate Laying Muccadams or Linemen are in Category IV. The categories relating to Line Mazdoors, Line Mistries and certain other jobs was the subject matter of a specific agreement and this fact is mentioned in paragraph 5 of Chapter XI of the Wage Board Recommendations. On account of this agreement Line Mazdoors were re-designated as Plate Laying Mazdoors. It is alleged that at a meeting held on 12-2-1966 by the Sub-Committee of the Wage Board a decision was arrived at to the effect that Plate Laying Mazdoors and Plate Laying Muccadams should in future be designated as Linemen. By virtue of a Settlement dated 18-9-1975 effected under Section 12(3) of the I.D. Act, 1947 all Linemen in Category III came to be placed in Category IV with effect from 1-9-1975. The result of all this was that the designation of Muccadams or Head Linemen came to be abolished and Line Mazdoors, Plate Laying Mazdoors and Plate Laying Muccadams were all grouped together under the common designation of Linemen with no difference in the nature of the work to be done by them. It therefore follows that when all the Linemen including some who were previously working as Plate Laying Muccadams are expected to work as a team and perform the duties allotted to them by the Overman, none of them is entitled to exercise supervisory authority over the others, notwithstanding the fact that he might have been previously a Muccadam. When that is the case it is not open to W.W. 1 to contend that he should not be asked to do manual work and that only work of a supervisory nature should be allotted to him.

10. The fact that W.W. 1 falls within the designation of a Linemen at present is not seriously disputed. What is contended on behalf of the workmen is that. Since he was previously doing only supervisory work over the mazdoors as a Muccadam, he should not now be entrusted with any manual work on the mere ground that Muccadams and Mazdoors are now re-designated as Linemen consequent upon the implementation of the Wage Board Recommendations in 1967. In support of this contention strong reliance is placed upon Paragraph 10 of Chapter XVIII of the Wage Board Recommendations, the relevant portion of which reads as follows:—

"All existing higher and better rates of wages, allowances and emoluments and other service conditions, facilities and amenities which are more favourable than those recommended by us shall be protected."

It is contended that the right not to do any manual work and to do only work of a supervisory nature is a service condition or facility or amenity which enjoys protection even after the implementation of the Wage Board Recommendations. In the first place both M.Ws. 1 and 2 deny that W.W. 1 was doing any work of a supervisory nature previously. Except the interested statement of W.W. 1 himself there is no other evidence to show that prior to December, 1974 he was as of a right not doing any manual work along with other Linemen but was only doing work of a Supervisory nature. W.W. 1 did not choose to examine any workmen who worked in the same team as himself to support his claim. The evidence of M.W. 1 only shows that on account of his experience W.W. 1 was being entrusted with the work of a supervisory nature previously. But it does not follow that by virtue of his position as Muccadam he was doing only supervisory work and not manual work. Hence there is no satisfactory proof that prior to December 1974 W.W. 1 was never allotted any manual work but was entrusted only with the work of a supervisory nature. Secondly, the expression "service conditions, facilities and amenities" occurring in the above passage has to be read ejusdem generis with the fore-going words namely "rates of wages, allowances and emoluments" and that expression cannot

be interpreted as including the nature of the work allotted to and done by a particular workman. Thirdly, distribution of work and the preparation of the work schedules are the privileges of the Management and it is not in the power of a workman to refuse to do the work allotted to him or to insist upon a particular type of work alone being entrusted to him. Hence W.W. 1 cannot derive any support from paragraph 10 of Chapter XVIII of the Wage Board Recommendations. It is his duty to work in a team along with other linemen since he is placed to the same category as the other Linemen. Of course considering W.W. 1's experience and age it may be desirable that he is generally entrusted with work of a supervisory nature in the discretion of the Management but no direction in that regard can be given.

11. For all these reasons I hold that the workman's contention that he should not be asked to do the work of a Linemen cannot be accepted and the claim is hereby rejected.

An award is hereby passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 8th day of January, 1977.

K. P. NARAYANA RAO, Presiding Officer.

APPENDIX OF EVIDENCE :

Witnesses Examined	Witnesses Examined
For workmen :	For management :
W.W. 1 Sri Neelam Posham	M. W. 1 Sri E. Kanakaiah
	P.M.W. 2 Sri T. C. Singh.

DOCUMENTS MARKED ON BEHALF OF WORKMEN

—NIL—

DOCUMENTS MARKED ON BEHALF OF MANAGEMENT

—NIL—

K. P. NARAYANA RAO, Presiding Officer.
[No. L 21011/13/75-D III B]

S.O. 731.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Andhra Pradesh, in the industrial dispute between the employers in relations to the management of Singareni Collieries Company Ltd. Ramagundam Division Godavari Khani Post Office Karimnagar (District Andhra Pradesh) and their workmen, which was received by the Central Government on the 15th February, 1977.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

Industrial Dispute No 3 of 1976

BETWEEN

Workmen of Singareni Collieries Company Limited,
Ramagundam Division II, P.O. Godavari Khani, Karimnagar Dist.

AND

The Management of Singareni Collieries Company Limited,
Ramagundam Division II, P.O. Godavari Khani, Karimnagar Dist.

APPEARANCES :

Sri A. Lakshmana Rao, Advocate for Workmen.

Sri D. Gopal Rao, Advocate for Management.

AWARD

The Government of India, Ministry of Labour, New Delhi through its Order No. L-21011/8/75-D.O.III(B) dated the 12-2-1976 referred under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947, the following dispute existing between the employers in relation to the Management of Singareni Collieries Company Limited, Ramagundam Division, Godavari Khani Post Office, Karimnagar, Andhra Pradesh and their workmen to this Tribunal for adjudication:—

"Whether the action of the Management of Singareni Collieries Company Limited, Ramagundam Division II, Godavari Khani Post Office, Karimnagar District (Andhra Pradesh) in not promoting and confirming Sarvasri A. R. Samuel, Gulam Mohiuddin and M. Rangaiah, Fitters as Category V Fitters is justified?

If not, to what relief are the said workmen entitled?"

2. The reference was registered as Industrial Dispute No. 3 of 1976 and notices were order to be issued to both the parties.

3. On behalf of the workmen a claims statement was filed contending as follows:—The three workmen concerned in this dispute are permanent employees of the Singareni Collieries Company Limited, A.R. Samuel joined service in the Company on 1-5-1960 whereas the other two workmen Gulam Mohiuddin and M. Rangaiah joined in 1963. They were promoted to Category IV(old) Fitters in 1964. Consequently on the implementation of the wage Board Recommendations in 1967 they were placed in Category IV(new). These three workmen are working in the 7th Incline. The mine works in three shifts round the clock and each shift requires one category V Fitter. Ever since 11-5-1972 all these three workmen have been continuously working as Category V Fitters in the 7th Incline and they are also being paid the acting allowance of Category V till now. Though in all the other mines in Godavari Khani there are Category V Fitters at the rate of three for each mine, the Management has unjustly refused to confirm these three workmen in Category V while extracting from them the work of Category V Fitters continuously for the last four years. In the course of the conciliation proceedings the Management put forward the plea that, as these three workmen did not possess the I.T.I. qualification, they were not confirmed. As a matter of fact after the circular dated 10-6-1970 the Management promoted 10 workmen to Categories V and VI though they did not possess the I.T.I. Qualification. Similarly at Bellampalli and Kothagudem also non-I.T.I. candidates were promoted to Categories V and VI. These three workmen concerned in this dispute are deprived of Category V increments and other benefits on the technical plea that they were not confirmed in Category V though as a matter of fact they have been continuously working for the past four years as category V Fitters and are being paid Category V wages. It is therefore requested that an award might be passed directing the Management to allot the Grade of Category V Fitter on a permanent basis to these three workmen and confirm them in that grade.

4. The Management filed a counter contending as follows:—These three workmen were promoted to Category IV(old) with effect from 7-6-1964. Consequently on the implementation of the wage Board Recommendations their Category was fixed as No. IV with effect from 15-8-1967. As per the General Manager's Circular dated 10-6-1970 it was agreed by both the parties that candidates who possess I.T.I. qualification would be promoted as Category V Fitters, and that those who do not possess the I.T.I. qualification would be promoted to Category V only on their passing the Trade Test conducted by the Management. These three workmen do not possess the I.T.I. qualification. Hence they will be eligible for promotion to Category V only when they pass the Trade Test. It is not correct to state that some workmen were promoted to Category V without the I.T.I. qualification. If any such persons were promoted without such a qualification, they must have been so promoted only after they had passed the Trade Test. In these circumstances the claim put forward by the workmen is liable to be rejected.

5. On behalf of the Workmen W.W. 1. was examined and on behalf of the Management M.W.1 was examined. No exhibits were marked for the workmen. On behalf of the Management Exs. M1 and M2 alone are marked.

6. The dispute relates to three workmen namely, W.W.1, Gulam Mohiuddin and M. Rangaiah. W.W. 1 joined service in Singareni Collieries Company Limited, Ramagundam Division, Godavari Khani in May 1960 as Tunnel Mazdoor. Towards the end of 1960 he was promoted as pump Driver. A year later he was appointed as Fitter Helper in the same Category. In June 1964 W.W.1 was promoted as Fitter in Category IV (old). Mohiuddin and Rangaiah entered service in March 1963 and they were also promoted as Category

IV(old) Fitters in 1964 along with W.W.1. These three workmen have been working in the 7th Incline of the Godavari Khani. As a result of the implementation of the Wage Board Recommendations these three workmen were placed in Category IV (new) with effect from 15-8-1967. There are nine mines in Godavari Khani. In each Incline there are four Category V (new) Fitters. One of them is in the General Shift and each of the remaining three is in one shift. The Mine works in three shifts of 8 hours duration each. This is in addition to the General Shift. W.W.1's evidence is that there were no Category V Fitters in the 7th Incline upto April 1976. Hence the three claimants alone have been doing the work of Category V Fitters continuously from May 1972 to April 1976 on acting basis and they were also paid Category V wages during that period. W.W. 1 mentions the names of seven other workmen who were promoted from Category IV to Category V in 1976 even though they did not possess I.T.I. certificates. He also gives the names of three other workmen who were promoted on a regular basis from Category V to Category VI. In spite of the fact they were not holders of I.T.I. certificates. W.W.1 further states that in Bellampalli and Kothagudem mines also persons not holding I.T.I. certificates were promoted from Category V to Category VI.

7. M.W.1 has been working as Colliery Manager in the 7th and 7-A inclines for the past eight years. He is the Superintending Mining Engineer. M.W. 1 produced Ex. M1 which is the copy of a Circular dated 10-6-1970 issued by the General Manager of the Company. Clause 7 of this Circular relates to Category V Fitters. It provides that a Category V Fitter should hold an I.T.I. certificate of Fitter or any other equivalent recognised certificate from the Central or State Governments, that preference will be given to persons who are matriculates and/or have undergone the I.T.I. course for Fitters and possess the Fitters Certificate and that they should pass Trade Test of Category V conducted by the Company. M.W.1 states that people who do not possess the required qualifications are given the opportunity to qualify themselves by appearing for the Trade Test for promotion to a superior category if they already hold an I.T.I. certificate and that these three claimants, who do not hold I.T.I. certificates are not eligible even to appear for the Trade Test. M.W.1 also produced Ex. M2 which is another Circular dated 22-5-1976. Ex. M2 supercedes Ex. M1. The Circular Ex. M2 was the result of discussions between the Management and the Workers' Union and the minutes of discussions are also appended to this Circular. Clause 1 of Ex. M2 provides that all Tradesmen with three years service in Category IV will be eligible for promotion to Category V if they pass the Trade Test. M.W. 1 states that under Ex. M2 experienced Fitters are allowed to appear for the Trade Test even though they do not hold the I.T.I. certificates. M.W. 1 admits that from May 1972 the present three claimants have been officiating as Category V Fitters continuously without any break.

8. The contention put forward on behalf of the Workmen is that though these three claimants have been continuously working on an acting basis as Category V Fitters from May 1972, they have not been confirmed in that Category and that they are unjustly deprived of the benefits which accrue to permanent workmen in that category. On the other hand the Management's contention is that by virtue of the agreement reached between the parties, Category IV Fitters who do not possess the I.T.I. qualification are allowed to appear for the Trade Test if they have the requisite experience so that they may qualify themselves for promotion to Category V after passing the Trade Test and that these three claimants who do not hold I.T.I. certificates have not yet passed the Trade Test and that therefore the question of their being confirmed in Category V does not arise.

5. There is no dispute regarding the fact that W.W.1 and the other two claimants are not holders of I.T.I. certificates. Their experience as Category IV Fitters is beyond question since from 1964 they have been continuously working in that category as admitted by M.W.1 himself. The Management and the Workers' Union came to an understanding which is incorporated in Ex. M2 to the effect that category IV Fitters with three years service are eligible to appear for the Trade Test so as to qualify themselves for promotion to Category V. When the Circular Ex. M2 was issued in pursuance of the understanding reached between the parties, namely, the Management and the Workers' Union, it is not open to either party to make a departure from the conditions laid down

in that Circular. No doubt several other persons whose names are given by W.W.1 were promoted to superior categories even though they did not possess the I.T.I. certificates. But W.W.1 admits that these persons were promoted to categories V and VI after they had passed the Trade Test. Hence the three claimants cannot derive any support from the analogy of the aforesaid 10 workmen who were promoted to superior categories in 1976 on their passing the prescribed Trade Test. W.W.1 and Rangaiah appeared for the Trade Test which was conducted by the Company in July 1976 and the results are awaited. The other claimant namely Gulam Mohiuddin has not even appeared for the Trade Test and he cannot therefore contend that he should be confirmed in Category V. W.W.1 states that the Trade Test consists of a written examination and also a practical test in the workshop and that it is held by the Divisional Engineer. There is no basis for the apprehension that the Management with the mala fide intention of victimising these three claimants would deliberately see to it that they would not pass the Trade Test. I have no doubt in my mind that W.W.1 and M. Rangaiah would not find it difficult to get through the Trade Test for which they appeared in July 1976 considering their long experience. Suffice it to say that, merely because these claimants have been continuously working as Category V Fitters on an acting basis from May 1972, they do not automatically become eligible for confirmation in that category and that their confirmation in Category V is contingent upon their passing the prescribed Trade Test. Hence there is no substance in the claim put forward by the workmen.

10. An award is hereby passed rejecting the claim put forward by the workmen.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 8th day of January, 1977.

K. P. NARAYANA RAO, Presiding Officer.

APPENDIX OF EVIDENCE.

Witnesses Examined

For Workmen :

W.W.1 Sri A. R. Samuel

Witnesses Examined

For Management :

M.W.1 Sri S. A. Vyas.

DOCUMENTS MARKED ON BEHALF OF WORKMEN:

Nil

DOCUMENTS MARKED ON BEHALF OF MANAGEMENT :

Ex. M1 Circular dated 10th June 1970, issued by the Management of Singareni Collieries Company Limited, Kothagudem Collieries to all the Pits Departments and all Collieries regarding appointment/promotion to Mechanical and Electrical posts.

Ex. M2 Circular dated 22nd May, 1976 issued by the Management of Singareni Collieries Company Limited, for discussions with the Union regarding Tradesmen.

K. P. NARAYANA RAO, Presiding Officer.

[No. L-2011/8/75-DIII B]

V. VELAYUDHAN, Under Secy,

New Delhi, the 18th February, 1977

S.O. 732.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of the Hindustan Commercial Bank Limited Calcutta and their workmen, which was received by the Central Government on the 14-2-77.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

Reference No. 18 of 1976

PARTIES :

Employers in relation to the Hindustan Commercial Bank Limited.

AND

Their Workmen.

APPEARANCE :

On behalf of Employers—Sri K. C. Mukherjee, Agent.

On behalf of Workmen—Sri D. P. Roy.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L. 12012/23/76/DII(A) dated the 11th May, 1976 the Government of India, Ministry of Labour referred an industrial dispute existing between the employers in relation to the Hindustan Commercial Bank Limited and their workmen, to this Tribunal for adjudication. The reference reads :

"Whether Shri Bijoy Chand Kapoor of Hindustan Commercial Bank Limited has been performing the duties of a clerk ? If so, should he be designated as a clerk and his name brought on the seniority list of clerks and from what date ?"

2. Bijoy Chand Kapoor, the workman referred to in the reference was appointed as a godown keeper in the Hindustan Commercial Bank Limited, Calcutta on 8th of December, 1957 and was posted at its Manicktala Branch. He worked in that branch upto October, 1962 when he was transferred to Netaji Subhas Road Branch of the bank. He was confirmed as a godown keeper with effect from 1st January, 1960. The workman's case is that he had been working as a clerk in the Accounts Department ever since he joined service and at the same time attending to his work as a godown keeper. The contention of the workman is that he should be classified as a clerk of the accounts department and he should be ranked in the seniority list of such clerks on account of his regular work as a clerk in the accounts department. In support of his contention he was examined himself as WW-1. On behalf of the bank one Sri S. K. Mitra was examined. He is an officer of the bank.

3. The contention of the bank is that the workman concerned had not been performing the duties of a clerk and he was and is still working as a godown keeper and as such he had no subsisting claim to be included in the seniority list of clerks of the accounts department. They state that since 30-9-1973 there was a recruitment policy for the bank in as much as non-matric candidates shall not be recruited or promoted as clerk of the accounts department. They state that the workman concerned did not pass Matriculation examination and as such he could not be employed as a clerk as such. They also pointed out that if the workman is included in the seniority list of clerks of the accounts department, he might be given in future special allowance of Special assistant in which case the concerned workman would not be in a position to execute the responsible work of a Special assistant for want of requisite qualification and capacity. So, they state that at any event his name cannot be included in the seniority list of the clerks of the accounts department.

4. It is admitted case of both sides that the salary and other emoluments of cash clerks, godown keepers and clerks in the accounts department are the same, though they are designated in different grades in relation to the work to be allotted to them. The fact that the workman concerned had been confirmed as a godown keeper is also admitted. The management, however, stated in clause (d) of paragraph 4 of their written statement dated 19th July, 1976 that Sri B. C. Kapoor of Calcutta branch is not performing the duties of a clerk and that he was still a godown keeper. That statement of the bank was not true. Even the officer examined as MW-1 in his evidence stated that Sri Kapoor used to work in the clerical department of the bank when there were absentees in the clerical grade. So, it was clear from the evidence on record that Sri Kapoor was to be employed every now and then to

work as a clerk. The evidence of WW-1 may be examined in this connection. It reveals that since December, 1957 to October, 1962 while he was working in the Manicktala branch of the bank he was doing the work of a clerk. He was attending to the writing of the cheques in the clearing register and the preparing of slips and house sheets. He used to sort out the cheques. He used to make entries in the clearing register. The clerk alone can maintain such a register. He also wrote the Savings Bank ledger and the Current Account ledger. He worked in the Advance department, cash credit department by writing ledger and supplementary books. Similar work was turned out by him at Netaji Subhas Road branch of the bank from 1962 upto date. Exts. M-1, M-3, M-4 and M-4(a) indicate the entries had been made by him from time to time in those registers. No attempt in cross-examination was made to deny the fact that the workman worked in these departments or the fact that he wrote the registers while he was working in those departments. MW-1 did not say a word against the evidence of WW-1 as to the quantum of work which he turned out in the accounts department all these years. The workman has therefore made out a case that he had been employed as a clerk in the accounts department throughout the entire period of his service. The work as a godown keeper was attended to by him at certain occasions when there was availability of such work. He did not sit at godown. He sits always in the bank office and his salary was paid out of the bank finance. The part of the work which he had to do as a godown keeper was also that of a clerk. He had to maintain a register in that regard. Promotion and emoluments, etc. of a godown keeper as such did not appear in any of the bank awards which came in existence. However, in paragraph 20.13 of the Bank Award dated 19-10-1966 the position as regards temporary godown keepers was referred to make them permanent after completion of one year's service. But with regard to their future emoluments or promotion to higher grades no settlement had been arrived at. The workman has pointed out that in the case of 2 or 3 other godown keepers, i.e. K. P. Tandon, A. K. Khanna and A. P. Biswas, the bank had allowed migration from the cash section to the accounts section and that subsequently they had occupied higher posts in that section. The learned counsel who appeared on behalf of the bank pointed out that they were absorbed in the clerical line of the accounts sections long before the recruitment policy dated 30-9-73 came into force. The question whether a particular employee as a godown keeper applied for the post before recruitment policy or after the recruitment policy came into force is not of any material consequence in deciding the migration from the cash section to the accounts section. It was true that the workman concerned sent his application Ext. W-1 dated 18-1-75 for inclusion of his name in the seniority list of accounts clerk. It was also pointed out that the workman did not claim his name to be included in the seniority list of accounts clerk in 1974 when he sent Ext. M-2 letter dated 7-5-74 to the bank. Ext. M-2 letter was sent by the workman to the bank protesting against the discrimination which the bank made against him in choosing one B. Tandon to the post of Headcashier. It cannot be said on the basis of Ext. M-2 letter that at that time the workman did not demand for the inclusion of his name in the seniority list of clerks in the accounts section. The case of the workman

in para 9 of his written statement that he had made oral demands for inclusion of his name in the list of clerks was not specifically denied by the Bank in its written statement. It is also relevant in this case to point out that another godown keeper by name Ram Lal Tandon made similar application to the bank for inclusion of his name in the seniority list of clerks. He was also non-Matric who worked as a godown keeper at the time of inclusion. The bank did not agree to the inclusion of his name in the list of clerks. However, he moved the Government and Government made a reference to this Tribunal. That reference was registered as Reference No. 7 of 1975. This tribunal on a consideration of evidence in the case came to the conclusion that though he was appointed as a godown keeper he was to be included in the seniority list of clerks with effect from the date of the reference. That reference had not been challenged. I do not find any distinction between that reference and the present reference with regard to the benefit which the godown keeper has claimed to be included in the seniority list of clerks. The fact that there was a recruitment policy would not in any way affect the right of the workman. The workman had entered service long before the recruitment policy was laid down by the bank. The recruitment policy will affect only those employees who joined service after the recruitment policy was laid down in 1973. The concerned workman joined the service in 1957 and he would be entitled to enforce his claim against the bank for inclusion of his name in the seniority list. I find no obstacle in the way of the workman migrating from the Cash section of the bank to the accounts section as a clerk.

5. It has to be said that the workman had applied for the inclusion of his name in the seniority list only on the basis of his letter Ext. W-1 dated 18-1-75. That letter was seen to have been sent after the reference was made by the Government covered by Reference No. 7 of 1975 of this tribunal. So, the workman is not entitled to claim seniority as of right either with effect from his letter Ext. W-1 or even from the date of the reference. His name shall be included in the seniority list of clerks of accounts section with effect from to-day, the 3rd February, 1977.

6. In the result an award is passed in favour of the workman Sri Bijoy Chand Kapoor directing the Hindustan Commercial Bank Limited to designate him as a clerk of the Accounts Section and include his name in the seniority list of clerk with effect from to-day, the 3rd February, 1977.

Sd/-

Dated, Calcutta,

E. K. MOIDU, Presiding Officer

The 3rd February, 1977.

[F. No. L-12012/23/76-DII.A]

R. P. NARULA, Under Secy.

